

EXHIBIT 1

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MAYA RESTAURANTS, INC.,

Plaintiff,

v.

FESTIVAL FUN PARKS, LLC,

Defendant.

CIVIL DIVISION

NO.: GD-

COMPLAINT

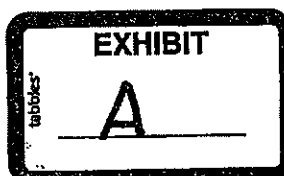
Filed on behalf of Plaintiff:
Prasad Sivram, Inc.

Counsel of record for this Party:

BRAD N. SOMMER, ESQUIRE
PA ID #: 87312

JOSEPH D. ZIEGLER, ESQUIRE
PA ID #: 318462

SOMMER LAW GROUP, PC
6 Market Square
Pittsburgh, PA 15222
(412) 471-1266
Fax (412) 471-3175



IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MAYA RESTAURANTS, INC.,

CIVIL DIVISION

NO.: GD-

Plaintiff,

v.

FESTIVAL FUN PARKS, LLC,

Defendant.

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**LAWYER REFERRAL SERVICE
ALLEGHENY COUNTY BAR ASSOCIATION
11TH FLOOR KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 261-5555**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

MAYA RESTAURANTS, INC.,

CIVIL DIVISION

NO.: GD-

Plaintiff,

v.

FESTIVAL FUN PARKS, LLC,

Defendant.

COMPLAINT

AND NOW, comes Plaintiff, Maya Restaurants, Inc., by and through its attorneys, Sommer Law Group, P.C., and files this Complaint against Defendant, Festival Fun Parks, LLC, and in support thereof avers the following:

GENERAL ALLEGATIONS

1. Plaintiff, Maya Restaurants, Inc., is a Pennsylvania entity with a mailing address of 2972 Trafford Road, Murrysville, PA 15668.
2. Defendant, Festival Fun Parks, LLC, is a Pennsylvania limited liability company with an address of 4800 Kennywood Boulevard, West Mifflin, PA 15122.
3. On or about October 31, 2013, the Plaintiff, through assignor Prasad Shivram, Inc. and assigns, and Defendant entered into an Agreement of Sale for Plaintiff, as an assignee of Prasad Shivram, Inc. and assigns, to purchase from the Defendant a commercial property situated at 623 Long Run Road, McKeesport, PA 15131 having Tax Parcel Identification Numbers 0554-E-

00233-0000-00 and 0554-E-00225-0000-00, hereinafter the "Subject Premises." (Attached hereto as Exhibit "A" Agreement of Sale).

4. Paragraph 12(a) of the Agreement of Sale, entitled "Property Defects Disclosure" specifically states that "Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (2) the property contains wetlands, flood plains, or any other environmentally sensitive areas development of which is limited or precluded by law," and the Agreement of Sale is void of any acknowledgement of any wetlands, flood plains or the like. See Exhibit "A" Paragraph 12(a).

5. On or about June 6, 2014, title to the Subject Premises was transferred by deed to Maya Restaurants, Inc. from the defendant. (Attached hereto is Exhibit "B" Deed dated June 6, 2014).

6. During the course of 2015, the Plaintiff began experiencing major flooding in the basement of the Subject Premises.

7. As the Subject Premises was intended to be a restaurant, the flooding has presenting considerable problems and has precluded the Plaintiff from being able to use the property in the manner for which it was purchase, and the manner in for which the Defendant knew it was being purchase.

8. Plaintiff discovered that the property had an underground spring or aquifer which continuously exerted pressure on the Subject Premises resulting in frequent prolonged and unpredictable flooding.

9. The Defendant, as Seller of the subject premises, knew or should have known of the condition of the underground spring or aquifer, and pursuant to Paragraph 12(a) of the lease agreement had a duty to disclose the existence of the underground spring to the Plaintiff/Buyer.

10. The Defendant did not disclose the condition of the underground spring, and as a result the Plaintiff has suffered damages included, but not limited to, lost profits, cost to repair the flooded basement, cost to install an interior French drain system, cost to repair concrete and landscaping around the exterior of the building, as well as the damages caused by a failed Health Department Report on the basis of flooding.

11. On or about April 29, 2015, the Plaintiff hired Duckstein Contracting, Inc. to provide an estimate for the cost to repair the damages caused by the underground spring or aquifer flooding. (Attached hereto as Exhibit "C" Duckstein Contracting Estimate).

12. Duckstein Contracting, Inc. provided the Plaintiff with a cost to repair the basement of the Subject Premises of \$56,805.52, as well as a cost to install a French drain system amounting to \$61,848.74, and Plaintiff suffered additional costs amounting to \$45,000.00 for the exterior repair and landscaping upon completion of the French drain.

13. Additionally, Plaintiff, an experienced restaurateur, anticipated an approximate monthly profit of \$35,000.00 from the Subject Premises, and, as the Subject Premises has been unable to open due to the failure of the Defendant to disclose critical and required information regarding the underground spring, the Plaintiff has experienced and continues to experience loss of profits.

14. The Subject Premises was partially mortgaged by the Defendant/Seller as mortgagee.

15. It is believed and therefore averred that the remaining amount due under the Mortgage is \$50,000.00.

16. On or about December 7, 2015, counsel for the Plaintiff sent to counsel for the Defendant a letter suspending performance under the mortgage until resolution of the Plaintiff's claims citing the Defendant's failure to disclose the underground spring or aquifer. (See attached hereto as Exhibit "D" Letter dated December 7, 2015.

17. The Plaintiff would not have agreed to purchase the subject premises, and would not have experienced damages, but for the Defendant's failure to disclose the underground spring and associated flooding problems.

COUNT I-VIOLATION OF THE REAL ESTATE SELLER DISCLOSURE LAW

18. The Plaintiff hereby incorporates by reference Paragraphs 1-17 of its Complaint as though set forth at length.

19. As the seller of Real Estate, the Defendant, Festival Fun Parks, LLC, was required to disclose material defects in the Subject Premises about which they knew or should have known pursuant to the Real Estate Seller Disclosure Law.

20. Defendant failed to disclose material defects in the Subject Premises about which they knew or should have know including, but not limited to, the Defendant's failure to disclose that an underground spring or aquifer caused flooding on the Subject Premises.

21. The Defendant's representation, in Paragraph 12(a) of the Agreement of Sale that "Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (2) the property contains wetlands, flood plains, or any other environmentally sensitive areas development of which is limited or precluded by law" was false and/or deceptively produced in order to deceive the Plaintiff as to the true condition of the Subject Premises. See Exhibit "A" Paragraph 12(a).

22. Defendant completed the Agreement of Sale in such a way as to either affirmatively misrepresent the true condition of the Subject Premises to the Plaintiff, or in such a way as to conceal the presence of defects to mislead and/or induce the Plaintiff into believing that no defects existed.

23. The Agreement of Sale was completed by the Defendant in such a way as to be false, deceptive and/or misleading.

24. The flooding caused on the Subject Premises by the undisclosed condition created by the underground spring would have significantly decreased the value and utility of the Subject Premises.

25. The condition was of such severity and frequency and of such an open and obvious nature that the Defendant must have known or should have known of the condition.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants in excess of the arbitration limits, including but not limited to, costs to repair, finds, interests, costs, lost profits, attorney's fees, and punitive damages.

COUNT II-FRAUDULENT MISREPRESENTATION AND/OR

FRAUD IN THE INDUCEMENT

26. The Plaintiff hereby incorporates by reference Paragraphs 1-25 of its Complaint as though set forth at length.

27. The misrepresentations and/or omissions as provided in Paragraphs 19-25 *supra* constitute material misrepresentations relating to the purchase of the Subject Premises.

28. Defendant made these misrepresentations to the Plaintiff through the Agreement of Sale and by otherwise failing to bring the known conditions to the attention of the Plaintiff.

29. Defendant made the misrepresentations with full knowledge of their falsity and with the intent of inducing Plaintiff to purchase the Subject Premises when the Plaintiff would not have otherwise purchased the subject premises.

30. Plaintiff justifiably relief on the misrepresentations of the Defendant in purchasing the Subject Premises.

31. The misrepresentations of the Defendant have caused the Plaintiff to suffer damages in the cost to remediate the defective condition of the Subject Premises.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant in excess of the arbitration limits, including, but not limited to, costs, attorney's fees, punitive damages and any and all other relief as may be deemed appropriate.

COUNT III-DECLARATORY JUDGMENT

32. The Plaintiff hereby incorporates by reference Paragraphs 1-31 of its Complaint as though set forth at length.

33. The Subject Premises was partially mortgaged by the Defendant/Seller as mortgagee.

34. It is believed and therefore averred that the remaining amount due under the Mortgage is \$50,000.00.

35. On or about December 7, 2015, counsel for the Plaintiff sent to counsel for the Defendant a letter suspending performance under the mortgage until resolution of the Plaintiff's claims citing the Defendant's failure to disclose the underground spring or aquifer. (See attached hereto as Exhibit "D" Letter dated December 7, 2015.

36. The Plaintiff would not have agreed to purchase the subject premises, and would not have experienced damages, but for the Defendant's failure to disclose the underground spring and associated flooding problems.

37. Plaintiff, as the holder of a deed and as a contracting party, is permitted under the Pennsylvania Declaratory Judgment Acts to have the rights, duties and obligations of the parties conclusively determined.

38. As Plaintiff's assent under the Agreement of Sale was procured directly through the tortious conduct of the Defendant, namely the Defendant's misrepresentation and violation of

the Pennsylvania Seller Disclosure Law as set forth in Count I and Count II of the Plaintiff's Complaint, the Plaintiff seeks to have a determination made as to the responsibilities of the Plaintiff to perform, namely the Plaintiff seeks to be excused from performance under the remainder of the contract.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendant through the determination that the Plaintiff is excused from continuing performance and that the mortgage is satisfied.

Respectfully Submitted,

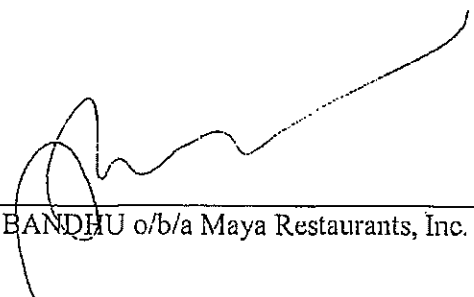
/s/Brad N. Sommer

BRAD N. SOMMER, ESQUIRE

VERIFICATION

I verify that the statements made herein are true and correct to the best of my knowledge, information, and belief, and are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Dated : 1-15-2016



PRASAD BANDHU o/b/a Maya Restaurants, Inc.

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

SELLER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) BROKER 1 REALTY, INC. PHONE 724.863.0771
 ADDRESS 11639 Route 30 North Huntingdon, PA 15942 FAX 724.863.0585
 LICENSEE(S) Barbara Stajava Designated Agent ☐ Yes ☐ No
 BROKER IS THE AGENT FOR SELLER. OR (if checked below):
 Broker is NOT the Agent for Seller and is a/an: ☐ AGENT FOR BUYER ☐ TRANSACTION LICENSEE

BUYER'S BUSINESS RELATIONSHIP WITH PA LICENSED BROKER

BROKER (Company) BROKER 1 REALTY, INC. PHONE 724.863.0771
 ADDRESS 11639 Route 30 North Huntingdon, PA 15942 FAX 724.863.0585
 LICENSEE(S) Barbara Stajava Designated Agent ☐ Yes ☐ No
 BROKER IS THE AGENT FOR BUYER. OR (if checked below):
 Broker is NOT the Agent for Buyer and is a/an: ☐ AGENT FOR SELLER ☐ SUBAGENT FOR SELLER ☐ TRANSACTION LICENSEE

When the same Broker is Agent for Seller and Agent for Buyer, Broker is a Dual Agent. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Seller and Buyer, the Licensee is a Dual Agent.

1. This Agreement, dated October 31, 2013, is between
 2 SELLER(S): Festival Fun Parks, LLC
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 7 BUYER(S): PRASAD SIVARAM INC OR ASSIGNS called "Seller," and
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- 41 (E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
42 _____
43 _____
44 _____
45 _____
46 (F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
47 _____
48 _____
49 _____
50 (G) At time of settlement, the following will be adjusted pro-rata on a daily basis between Buyer and Seller, reimbursing where applicable: taxes
51 (see Notices and Information Regarding Real Estate Taxes); rents; interest on mortgage assumptions; condominium fees, if any; water and/or
52 sewer fees, if any, together with any other licensable municipal service. All charges will be pro-rated for the period(s) covered. Seller will pay up
53 to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____
54 _____
55 _____
56 (H) Buyer will reimburse Seller for the actual costs of any remaining heating, cooking or other fuels stored on the Property at the time of settlement,
57 unless otherwise stated here: _____
58 _____
59 4. MIXTURES & PERSONAL PROPERTY (I-90)
60 (A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; HVAC equip-
61 ment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below. Also included:
62 As-Is Without Warranty or Representation
63 _____
64 _____
65 _____
66 _____
67 (B) LEASED items (not owned by Seller): _____
68 _____
69 _____
70 _____
71 _____
72 _____
73 (C) EXCLUDED fixtures and items: _____
74 _____
75 _____
76 _____
77 _____
78 _____
79 _____
80 5. POSSESSION (S-9A)
81 (A) Possession is to be delivered by deed, keys and:
82 1. Physical possession to vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless otherwise
83 stated here: _____ AND/OR
84 2. Assignment of existing lease(s), together with any security deposits and interest, at day and time of settlement, if Property is leased at the
85 execution of this Agreement, unless otherwise specified here: _____
86 _____
87 _____
88 _____
89 _____
90 _____
91 _____
92 _____
93 _____
94 _____
95 _____
96 _____
97 _____
98 _____
99 (B) Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise specified.
100 (C) Seller will not enter into any new leases, extensions of existing leases or additional leases for the Property without the written consent of Buyer.

101 Buyer Initials: _____

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6. DATES/TIME IS OF THE ESSENCE (9-45)

- (A) The settlement date and all other dates and times referred to for the performance of any of the obligations of this Agreement are of the essence and are binding.
- (B) For purposes of this Agreement, the number of days will be counted from the date of execution, excluding the day this Agreement was executed and including the last day of the time period. The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. All changes to this Agreement should be initialed and dated.
- (C) The settlement date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.
- (D) Certain time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed time periods are negotiable and may be changed by striking out the pre-printed text and inserting a different time period acceptable to all parties.

7. FINANCING CONTINGENCY (11-06)

☒ WAIVED. This sale is NOT contingent on financing, although Buyer may still obtain financing.

☐ ELECTED

(A) This sale is contingent upon Buyer obtaining financing as follows:

1. Amount of loan \$ _____
2. Minimum Term _____ years
3. Type of loan _____
4. Buyer agrees to accept the interest rate as may be committed by the lender, not to exceed a maximum interest rate of _____ %.

(B) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.

(C) Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.

(D) 1. Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller.

2. Financing commitment date _____

Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement will be VOID, with all deposit monies refunded to Buyer according to the terms of paragraph 20. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellations of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

8. STATUS OF WATER (5-01)

Seller represents that the Property is served by:

☒ Public Water

☐ On-site Water

☐ Community Water

☐ None

Seller warrants that the system(s) are fully paid for as of the Execution Date of this Agreement.

9. STATUS OF SEWER (5-01)

Seller represents that the Property is served by:

☒ Public Sewer

☐ Community Sewage Disposal System

☐ Off-Property Sewage Disposal System

☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1)

☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

☐ Two-acre Permit Exemption (see Sewage Notice 2)

☐ Holding Tank (see Sewage Notice 3)

☐ None (see Sewage Notice 1)

☐ None Available/Permit Limitations in Effect (See Sewage Notice 5 or Sewage Notice 6, as applicable)

Seller warrants that the system(s) are fully paid for as of the Execution Date of this Agreement.

10. ZONING CLASSIFICATION (9-01)

Failure of this Agreement to contain the zoning classification (except in cases where the property (and each parcel thereof, if subdividable) is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at the option of the Buyer, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification: _____

11. ZONING CONTINGENCY (11-06)

☒ WAIVED.

☐ ELECTED. Contingency Period: _____ days (15 if not specified) from the Execution Date of this Agreement.

(A) Within the Contingency Period, Buyer, at Buyer's expense, may verify that Buyer's proposed use of the Property as _____ is permitted under the current zoning classification for the Property and is not prohibited by any other governmental land use restrictions.

Buyer Initials: _____

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(D) If Buyer's proposed use of the Property is not permitted, Buyer will, within the Contingency Period, notify Seller in writing that the proposed use of the Property is not permitted, and Buyer will:

☐ Option 1

1. Accept the Property and agree to the RELEASE in paragraph 25 of this Agreement, OR
 2. Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 20 of this Agreement, OR
 3. Enter into a mutually acceptable written agreement with Seller.
- If Buyer and Seller do not reach a written agreement during the Contingency Period and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the RELEASE in paragraph 25 of this Agreement.

☐ Option 2

1. Within the Contingency Period, Buyer will make a formal written application for zoning approval, variance, non-conforming use, or special exception from _____ (municipality) to use the Property as _____ (proposed use). Buyer will pay for applications, legal representation, and any other costs associated with the application and approval process.
2. If the municipality requires the application to be signed by the current owner, Seller agrees to do so.
3. If final, unappealable approval is not obtained by _____, Buyer will:
 - (A) Accept the Property with the current zoning and agree to the RELEASE in paragraph 25 of this Agreement, OR
 - (B) Terminate the Agreement of Sale by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 20 of this Agreement, OR
 - (C) Enter into a mutually acceptable written agreement with Seller.If Buyer and Seller do not reach a written agreement before the time for obtaining final approval, and Buyer does not terminate the Agreement of Sale by written notice to Seller within that time, Buyer will accept the Property and agree to the terms of the RELEASE in paragraph 25 of this Agreement.

12. PROPERTY DEFECTS DISCLOSURE (12-01)

(A) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, or environmental matters; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in paragraph 12 (A).

(C) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in paragraph 12 (A).

(D) The provisions of this paragraph will survive settlement.

13. NOTICES AND ASSESSMENTS (13-01)

(A) Seller represents, as of the date Seller signed this Agreement, that no public improvement, condominium or owner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remains uncorrected, unless otherwise specified here: AS-IS Condition accepted by Buyer without warranty or representation. Buyer assumes all liabilities related to the property except as may be covered under section 12(a) above

(B) Seller knows of no other potential notices (including violations) and assessments except as follows: _____

(C) Any notice of improvements or assessments received on or before the date of Seller's acceptance of this Agreement, unless improvements consist of sewer or water lines not in use, shall be the responsibility of the Seller; any notices received thereafter shall be the responsibility of the Buyer.

(D) If required by law, Seller will deliver to Buyer, on or before settlement, a certification from the appropriate municipal department or departments disclosing notice of any uncorrected violation of zoning, building, safety, or fire ordinances.

(E) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

14. TITLE & COSTS (14-05)

(A) The Property is to be conveyed free and clear of all liens, encumbrances, and easements, EXCEPTING HOWEVER the following: existing deed restrictions, historic preservation restrictions or ordinances, building restrictions, ordinances, easements of roads, easements visible upon the ground, easements of record, privileges or rights of public service companies, and land use restrictions pursuant to property enrollment in a preferential tax program if any.

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- (B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanic's lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance with extended coverage, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s); (4) Buyer's customary settlement costs and accruals.
- (C) Any survey or surveys required by the title insurance company or the abstracting attorney for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by a lender will be obtained and paid for by Buyer.
- (D) If Seller is unable to give a good and marketable title and such as is insurable by a reputable title insurance company at the regular rates, as specified in paragraph 14 (A), Buyer will:
1. Accept the Property with such title as Seller can give, with no change to the purchase price, and agree to the RELEASE in paragraph 25 of this Agreement, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 20 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in paragraph 14 (B) items (1), (2), (3) and in paragraph 14 (C).
15. COAL NOTICE (Where Applicable)
THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgment is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.
16. TAX DEFERRED EXCHANGE (14-01)
☒ NOT APPLICABLE
☐ APPLICABLE. If Seller wishes to enter into a tax deferred exchange for the Property pursuant to Section 1031 of the Internal Revenue Code, Buyer agrees to cooperate with Seller in connection with such exchange, including the execution of such documents as may be reasonably necessary to conduct the exchange, provided that there shall be no delay in the agreed-to settlement date, and that any additional costs associated with the exchange are paid solely by Seller. Buyer is aware that Seller anticipates assigning Seller's interest in this Agreement to a third party under an Exchange Agreement and consents to such assignment. Buyer shall not be required to execute any deed, contract, deed or other document providing any liability which would survive the exchange, nor shall Buyer be obligated to take title to any property other than the Property described in this Agreement. Seller shall indemnify and hold harmless Buyer against any liability which arises or is claimed to have arisen from any aspect of the exchange transaction.
17. COMMERCIAL CONDOMINIUM (14-01)
☒ NOT APPLICABLE
☐ APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for residential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa. C.S., §3101 et seq.).
18. RECORDING (9-05) This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a breach of this Agreement.
19. ASSIGNMENT (9-05) This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement.
20. DEFAULT, TERMINATION & RETURN OF DEPOSITS (8-11)
(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 20(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.
- (B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law prohibits a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. If this Agreement is terminated for any reason, the Broker can only release the deposit monies:
1. If there is no dispute over entitlement to the deposit monies. Buyer and Seller agree that a written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
 2. According to the terms of a written agreement signed by the Buyer and Seller directing Broker how to distribute some or all of the monies.
 3. According to the terms of a final order of court.
 4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 20(C))

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Seller Initials: 

- (C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ 365 days after the Settlement Date stated in Paragraph 3(D), or any written extensions thereof, the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker has received verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice obligation before receiving Buyer's request for distribution, Broker will continue to hold the deposit monies until receiving either a written distribution agreement signed by Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties may maintain their legal rights to pursue litigation even after a distribution is made.
- (D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 20 or Pennsylvania law will not be liable for those deposit monies to either Buyer or Seller, absent Broker's gross negligence or wrongful intentional actions. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, entitlement to deposit monies or distribution of deposit monies, then the Broker's and/or licensee's attorneys' fees and costs incurred for participating in such litigation will be paid by the party naming them or joining them in the litigation.
- (E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 3, OR
 2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
 3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.
- (F) Unless otherwise checked in Paragraph 24(G), Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
 2. As monies to be applied to Seller's damages, OR
 3. As liquidated damages for such default.
- (G) ☒ SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.
- (H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 20(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.
- (I) Brokers and licensees are not responsible for unpaid deposits.
21. REAL ESTATE RECOVERY FUND (9-05)
- A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (out-of-state, Pennsylvania).
22. MAINTENANCE & RISK OF LOSS (18-06)
- (A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted. *with commercially reasonable efforts & material*
- (B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged, as a result of any cause whatsoever.
- (C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced, Buyer will:
1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
 2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of paragraph 20 of this Agreement.
23. CONDEMNATION (18-06)
- Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of paragraph 20 of this Agreement. Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.
24. WAIVER OF CONTINGENCIES (9-05)
- If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify environmental conditions, boundaries, certifications, zoning classification or any, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the time set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in paragraph 25 of this Agreement.
25. RELEASE (9-05)
- Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement, or in violation of any seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

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Seller Initials: *JPB*

26. REPRESENTATIONS (9-05)

- (A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Broker, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.
- (B) Unless otherwise stated in this Agreement, Buyer has inspected the Property (including fixtures and any personal property specifically listed hereto) before signing this Agreement or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION. Buyer acknowledges that Broker, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses or of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.
- (C) Any repairs required by this Agreement will be completed in a workmanlike manner.
- (D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

27. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

- ☐ Seller is a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.
- ☒ Seller is NOT a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:
- ☐ An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
- ☐ A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
- ☐ Other:

Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

28. ARBITRATION OF DISPUTES (1-06) Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A. §7341 et seq. This agreement to arbitrate disputes arising from this Agreement will survive settlement.

29. BROKER INDEMNIFICATION (10-01)

Buyer and Seller represent that the only Brokers involved in this transaction are: Broker: Realty, Inc.

and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.

30. GOVERNING LAW, VENUE & PERSONAL JURISDICTION (9-05)

- (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

31. NOTICE BEFORE SIGNING (3-01)

Buyer and Seller acknowledge that Broker has advised them to consult and retain experts concerning the legal and tax effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, boundaries, title and environmental aspects. Return by facsimile transmission (FAX) of this Agreement, and all addenda, bearing the signatures of all parties, constitutes acceptance of this Agreement.

32. NOTICE

All notice requirements under the provisions of this Agreement or by application of statutory or common law will be addressed to the appropriate party, at the addresses listed below via my means of delivery as mutually agreed upon by the parties and stated here:

If to Seller: Jerome Gibas- GM with mandatory copy to: Michael Baroni- GC Palace Entertainment
Kennwood 4590 MacArthur Blvd 4th fl Newport Beach, CA 92660
W Mifflin, PA 16122

Buyer Initials: [Signature]

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410 With a copy to: BRAD SOMMER / SUMMIT LAW
411 6 MARKET SQ
412 PO BOX 15727
413
414
415 If to Buyer:
416
417
418
419 With a copy to:
420
421
422

423 33. SPECIAL CLAUSES

424 (A) The following are part of this Agreement if checked:
425 ☐
426 ☐
427

428 (B) SPECIAL PROVISIONS (IF ANY):
429 Sale is for Real Property only, not for any intellectual property or business. In no event may either party be liable for
430 punitive, consequential, "business loss" or special damages. Buyer understands that Seller makes no
431 representations or warranty regarding the suitability of the property for any particular use.
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470 Buyer Initials: [Signature]

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Seller Initials: JAB

- 471 ☒ Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
472 ☐ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.
473 ☒ Buyer has read and understands the notices and explanatory information set forth in this Agreement.
474 ☒ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing
475 this Agreement.

476 Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

477 WITNESS/ATTEST BUYER DATE 10-30-13
478 Buyer(s) Name BRUCE SWAN I-L
479
480 Mailing Address 2972 TALL PINE RD Pottsville PA 15860
481 Phone _____ FAX _____ E-Mail _____

482 WITNESS/ATTEST BUYER DATE
483 Buyer(s) Name _____
484 Mailing Address _____
485 Phone _____ FAX _____ E-Mail _____

486 WITNESS/ATTEST BUYER DATE
487 Buyer(s) Name _____
488 Mailing Address _____
489 Phone _____ FAX _____ E-Mail _____

- 490 ☒ Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.
491 ☒ Seller has received a statement of Seller's estimated closing costs before signing this Agreement.
492 ☒ Seller has read and understands the notices and explanatory information in this Agreement.

493 VOLUNTARY TRANSFER OF CORPORATE ASSETS (If applicable): The undersigned acknowledges that he/she is authorized by the Board of
494 Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially
495 all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 15 P.S. §1311.

496 WITNESS/ATTEST SELLER DATE
497 Seller(s) Name Festival Fun Parks, LLC
498 Mailing Address _____
499 Phone _____ FAX _____ E-Mail _____

500 WITNESS/ATTEST SELLER DATE 11-5-13
501 Seller(s) Name James P. Miller
502 Mailing Address 4800 Kenny Ward Blvd. West Mifflin PA 15120
503 Phone 412-461-0500 FAX _____ E-Mail _____

504 WITNESS/ATTEST SELLER DATE
505 Seller(s) Name _____
506 Mailing Address _____
507 Phone _____ FAX _____ E-Mail _____

JPG

ASC Page 9 of 9
Revised 8/11

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1000100010001

KENNYWOOD PARK

11/05/2013 4:22 PM FAX 14124040710

COMMUNICATIONS WITH BUYER AND/OR SELLER

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties.

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

INFORMATION REGARDING REAL ESTATE TAXES

Real Estate Tax Proration: For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period January 1 to December 31.
School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pittsburgh and Scranton school districts, tax bills are for the period January 1 to December 31.

Real Estate Assessment Notice: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property taxes.

EXPERTISE OF REAL ESTATE AGENTS

Pennsylvania Real Estate Agents are required to be licensed by the Commonwealth of Pennsylvania and are obligated to disclose adverse factors about a property that are reasonably apparent to someone with expertise in the marketing of real property.

- (A) If Buyer wants information regarding specific conditions or components of the property which are outside the Agent's expertise, the advice of the appropriate professional should be sought.
- (B) If Buyer wants financial, legal, or any other advice, Buyer is encouraged to seek the services of an accountant, lawyer, or other appropriate professional.

NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et. seq.) providing for community notification of the presence of certain convicted sex offenders. Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganlaw.state.pa.us.

Notices Page 1 of 2

JPL

SEWAGE NOTICES

NOTICES PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT

- NOTICE 1: THERE IS NO CURRENTLY EXISTING COMMUNITY SEWAGE SYSTEM AVAILABLE FOR THE SUBJECT PROPERTY.
Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the property is located or that municipality working cooperatively with others.
- NOTICE 2: THIS PROPERTY IS SERVICED BY AN INDIVIDUAL SEWAGE SYSTEM INSTALLED UNDER THE TEN-ACRE PERMIT EXEMPTION PROVISIONS OF SECTION 7 OF THE PENNSYLVANIA SEWAGE FACILITIES ACT.
(Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and subsisting were not conducted and that, should the system malfunction, the owner of the Property or properties served by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.
- NOTICE 3: THIS PROPERTY IS SERVICED BY A HOLDING TANK (PERMANENT OR TEMPORARY) TO WHICH SEWAGE IS CONVEYED BY A WATER CARRYING SYSTEM AND WHICH IS DESIGNED AND CONSTRUCTED TO FACILITATE ULTIMATE DISPOSAL OF THE SEWAGE AT ANOTHER SITE. Pursuant to the Pennsylvania Sewage Facilities Act, seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 1, 1985, whichever is later.
- NOTICE 4: AN INDIVIDUAL SEWAGE SYSTEM HAS BEEN INSTALLED AT AN ISOLATION DISTANCE FROM A WELL THAT IS LESS THAN THE DISTANCE SPECIFIED BY REGULATION. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.
- NOTICE 5: THIS LOT IS WITHIN AN AREA IN WHICH PERMIT LIMITATIONS ARE IN EFFECT AND IS SUBJECT TO THOSE LIMITATIONS. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND CONSTRUCTION OF A STRUCTURE TO BE SERVED BY SEWAGE FACILITIES MAY NOT BEGIN UNTIL THE MUNICIPALITY COMPLETES A MAJOR PLANNING REQUIREMENT PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.
- NOTICE 6: A REQUIRED REVISION FOR NEW LAND DEVELOPMENT, OR AN EXCEPTION TO THE REQUIREMENT TO REVISE, OR A REQUIRED SUPPLEMENT HAS NOT BEEN APPROVED FOR THIS LOT. SEWAGE FACILITIES ARE NOT AVAILABLE FOR THIS LOT AND SEWAGE FACILITIES WILL NOT BE AVAILABLE, NOR MAY CONSTRUCTION BEGIN UNTIL SEWAGE FACILITIES PLANNING HAS BEEN APPROVED PURSUANT TO THE PENNSYLVANIA SEWAGE FACILITIES ACT AND REGULATIONS PROMULGATED THEREUNDER.


Notices Page 2 of 2

JPG

CHANGE IN TERMS ADDENDUM TO AGREEMENT OF SALE

CTA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

1 **PROPERTY** 623 Long Run Road
2 **SELLER** Festival Fun Parks
3 **BUYER** Prasad Sivram Inc (Assigns) (Wingharts)
4 **DATE OF AGREEMENT** October 31, 2013
5 The following terms of the Agreement of Sale are changed as stated below:
6
7 1. **PURCHASE PRICE**
8 Purchase price is changed from \$ _____ to \$ _____
9
10 2. **SELLER ASSIST**
11 Seller Assist is changed to \$ _____, or _____ % of the Purchase price, maximum, toward Buyer's costs as permitted
12 by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage
13 lender.
14 3. **ACCEPTANCE & SETTLEMENT**
15 (A) Written acceptance of all parties will be on or before: 30 12/22/13
16 (B) Settlement Date is changed from November 12, 2013 to January 22, 2014
17 4. **FIXTURES AND PERSONAL PROPERTY**
18 (A) The following items are INCLUDED in this sale: _____
19 (B) The following items are LEASED: _____
20 (C) The following items are EXCLUDED in this sale: _____
21 5. **MORTGAGE TERMS**
22 (A) Mortgage Type is changed from _____ to _____
23 (B) Mortgage amount
24 1. First mortgage amount is changed from \$ _____ to \$ _____
25 2. Second mortgage amount is changed from \$ _____ to \$ _____
26 (C) Mortgage Lender
27 1. First mortgage lender is changed to _____
28 2. Second mortgage lender is changed to _____
29 3. Buyer will submit a completed, written mortgage application to the identified lender(s), if any, according to the terms of
30 the Mortgage Contingency paragraph of the Agreement of Sale on or before: _____
31 (D) Loan-To-Value (LTV) ratio (For non-FHA/VA loans)
32 1. First mortgage LTV ratio not to exceed _____ %
33 2. Second mortgage LTV ratio not to exceed _____ %
34 (E) Mortgage Commitment Date is changed from _____ to _____
35 6. **TIME PERIOD CONTINGENCIES**
36 (A) Contingency Periods
37 1. The contingency period for _____, elected in the Agreement of Sale is changed to _____
38 2. The contingency period for _____, elected in the Agreement of Sale is changed to _____
39 3. The contingency period for _____, elected in the Agreement of Sale is changed to _____
40 (B) Additional Time Periods
41 1. The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____
42 2. The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____
43 3. The time period in paragraph _____, line _____ of Agreement of Sale is changed to _____
44 7. **OTHER**
45 _____
46 _____
47 _____
48 All other terms and conditions of the Agreement, including all other time periods, remain unchanged and in full force and effect.
49 **WITNESS** Prasad Sivram Inc **BUYER** 12/26/13 **DATE**
50 **WITNESS** _____ **BUYER** _____ **DATE** _____
51 **WITNESS** _____ **BUYER** _____ **DATE** _____
52 **WITNESS** _____ **SELLER** _____ **DATE** _____
53 **WITNESS** _____ **SELLER** _____ **DATE** _____
54 **WITNESS** _____ **SELLER** _____ **DATE** _____



Pennsylvania Association of REALTORS®

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7110

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FEB-01-2014 07:58 From:

To: 4122234348

Page: 1/1

CHANGE IN TERMS ADDENDUM TO AGREEMENT OF SALE

This form is recommended and approved for use by the members of the Pennsylvania Association of REALTORS® (PAAR).

CTA

- 1 **PROPERTY** 823 Long Run Road
- 2 **SELLER** Festival Fun Parks
- 3 **BUYER** Prasad Sivram Inc (Assions) (Winchans)
- 4 **DATE OF AGREEMENT** October 31, 2013
- 5 The following terms of the Agreement of Sale are changed as stated below:
- 6 **1. PURCHASE PRICE**
- 7 Purchase price is changed from \$ to \$
- 8 **2. SELLER ASSIST**
- 9 Seller Assist is changed to \$ or % of the Purchase price, maximum, toward Buyer's costs as permitted
- 10 by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage
- 11 lender.
- 12 **3. ACCEPTANCE & SETTLEMENT**
- 13 (A) Written acceptance of all parties will be on or before:
- 14 (B) Settlement Date is changed from January 30, 2014 to February 28, 2014
- 15 **4. FIXTURES AND PERSONAL PROPERTY**
- 16 (A) The following items are INCLUDED in this sale:
- 17 (B) The following items are LEASED:
- 18 (C) The following items are EXCLUDED in this sale:
- 19 **5. MORTGAGE TERMS**
- 20 (A) Mortgage Type is changed from to
- 21 (B) Mortgage amount
- 22 1. First mortgage amount is changed from \$ to \$
- 23 2. Second mortgage amount is changed from \$ to \$
- 24 (C) Mortgage Lender
- 25 1. First mortgage lender is changed to
- 26 2. Second mortgage lender is changed to
- 27 3. Buyer will submit a completed, written mortgage application to the identified lender(s), if any, according to the terms of
- 28 the Mortgage Contingency paragraph of the Agreement of Sale on or before:
- 29 (D) Loan-To-Value (LTV) ratio (For non-FHA/VA loans)
- 30 1. First mortgage LTV ratio not to exceed %
- 31 2. Second mortgage LTV ratio not to exceed %
- 32 (E) Mortgage Commitment Date is changed from to
- 33 **6. TIME PERIOD CONTINGENCIES**
- 34 (A) Contingency Periods
- 35 1. The contingency period for, elected in the Agreement of Sale is changed to
- 36 2. The contingency period for, elected in the Agreement of Sale is changed to
- 37 3. The contingency period for, elected in the Agreement of Sale is changed to
- 38 (B) Additional Time Periods
- 39 1. The time period in paragraph, line of Agreement of Sale is changed to
- 40 2. The time period in paragraph, line of Agreement of Sale is changed to
- 41 3. The time period in paragraph, line of Agreement of Sale is changed to
- 42 **7. OTHER**
- 43
- 44
- 45
- 46
- 47

48 All other terms and conditions of the Agreement, including all other time periods, remain unchanged and in full force and effect.

49 **WITNESS** BUYER DATE 1-31-2014

50 **WITNESS** BUYER DATE

51 **WITNESS** BUYER DATE

52 **WITNESS** SELLER DATE 2-5-14

53 **WITNESS** SELLER DATE

54 **WITNESS** SELLER DATE



Pennsylvania Association of REALTORS®

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68 2014 00014938

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

14B-179

Instrument Number: 2014-14938

BK-DE VL-15627 PG-442

Recorded On: June 10, 2014

As-Deed

Parties: FESTIVAL FUN PARKS L L C

To MAYA RESTAURANTS INC

of Pages: 5

Comment:

***** THIS IS NOT A BILL *****

Deed 150.00
0
0
Total: 150.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No Stamp Num-T12349
MCKEESPORT
Ward-99-NO WARD
Value 100,000.00
Commonwealth of Pennsylvania 1,000.00
Munic-McKeesport City 1,500.00
School District-McKeesport Area 500.00
Munic-Penalty 0.00
Munic-Interest 0.00
School-Penalty 0.00
School-Interest 0.00
3,000.00

Certified On/By-> 06-10-2014 / B K
0554E00225000000 0554E00233000000

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2014-14938

Receipt Number: 2650489

Recorded Date/Time: June 10, 2014 02:42:45P

Book-Vol/Pg: BK-DE VL-15627 PG-442

User / Station: J Clark - Cash Station 25

AGS

WILL CALL

PITTSBURGH PA 15219



Jerry Tyskiewicz
Jerry Tyskiewicz, Acting Manager
Rich Fitzgerald, County Executive

This Indenture

MADE the

6th

day of June

2014,

BETWEEN

FESTIVAL FUN PARKS, LLC,

(hereinafter called "Grantor")

AND

MAYA RESTAURANTS, INC.

(hereinafter called "Grantee")

WITNESSETH, That the said Grantor, in consideration of One Hundred Thousand And 00/100 Dollars (\$100,000.00), paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell and convey to the said Grantee, its successors and assigns

ALL that certain lot or piece of ground situate in the 12th Ward of the City of McKeesport, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point on the Easterly side of the Right of Way designated as Legislative Route 48, also known as Long Run Road, at the line dividing the property herein described from property now or formerly of COM Realty, Inc.; thence along the line dividing the property herein described from property now or formerly of COM Realty, Inc., North 51° 30' East, 260.50 feet to a point at the line dividing the property herein described from property now or formerly of C. S. Willis; thence along the line dividing the property herein described from property now or formerly of Willis, North 15° 09' 12" West, 189.29 feet to a point; thence continuing along the line dividing the property herein described from property now or formerly of Willis, South 51° 30' West, 42.61 feet to a point; thence continuing along the same, North 11° 46' West, 198.34 feet to a point at the line dividing the property herein described from property now or formerly of B. J. Kulasa; thence along the line dividing the property herein described from property now or formerly of Kulasa, South 51° 30' West, 259.06 feet to a point; thence South 51° 30' West, 40.94 feet to a point in the Right of Way designated as Legislative Route No. 48, also known as Long Run Road; thence by a line through the Right of Way designated as Legislative Route 48, also known as Long Run Road, South 23° 43' East, 95.81 feet to a point; thence continuing along the same, South 8° 00' East, 98.07 feet to a point; thence North 51° 30' West, 55.26 feet to a point; thence South 18° 31' 40" East, 184.91 feet to a point at the line dividing the property herein described from property now or formerly of COM Realty, Inc., the place of beginning.

THIS LEGAL DESCRIPTION was prepared in accordance with that certain Plan of Survey prepared by Liadis Engineering, Inc., dated April 25, 1994 and bearing drawing No. 16717-B.

BEING FURTHER DESIGNATED as Block and Lot Nos. 554-E-225 and 554-E-233 in the Deed Registry office of Allegheny County, Pennsylvania.

UNDER AND SUBJECT to reservations, restrictions, easements, rights of way, etc. as the same may appear in prior instruments of record.

BEING part of the same property which Festival Fun Parks, LLC acquired by Deed from Festival Fun Parks, LLC, a Delaware limited liability company, successor by merger to Sandcastle of Pennsylvania,

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, IS FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COLA. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

MAYA RESTAURANTS, INC.

By: 

STATE OF Pennsylvania

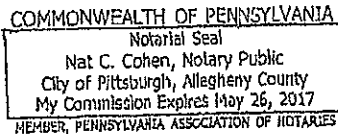
COUNTY OF Allegheny

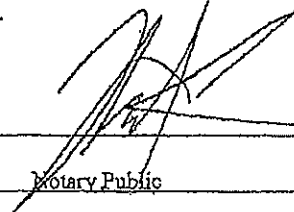
} ss.

On this, the 6th day of June, 2014, before me, a Notary Public, the undersigned officer, personally appeared Jerome Gibas, who acknowledged himself to be the General Manager (title) of Festival Fun Parks, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

In witness whereof, I herunto set my hand and official seal.

My commission expires:






Notary Public
Title of Officer

CERTIFICATE OF RESIDENCE

Tax Bills and Owner Mailing Address

I hereby certify that the precise residence of the grantee, herein is:

~~2972 TRAFFORD ROAD MURKYSVILLE, PA 15668~~



For Grantee



Duckstein Contracting Inc.

17 Furnace St Ext
McKees Rocks, Pa 15136
Ph # 412-331-6257
Fax # 412-331-8135
TAX ID # 25-1647126

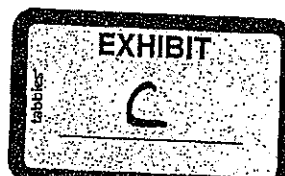
Client: PRASAD BANDHU WATER
Property: 623 LONG RUN ROAD
WHITE OAK, PA

Operator: NORM

Type of Estimate: <NONE>
Date Entered: 4/29/2015

Date Assigned:

Price List: PAJO8X_APR15
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2015-04-29-1623



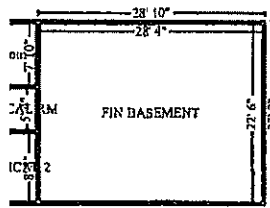


Duckstein Contracting Inc.

17 Furnace St Ext
McKees Rocks, Pa 15136
Ph # 412-331-6257
Fax # 412-331-8135
TAX ID # 25-1647126

2015-04-29-1623

Main Level



FIN BASEMENT

Height: 8'

813.33 SF Walls
1450.83 SF Walls & Ceiling
70.83 SY Flooring
101.67 LF Ceil. Perimeter
637.50 SF Ceiling
637.50 SF Floor
101.67 LF Floor Perimeter

CAT	SEL	ACT DESCRIPTION						
	CALC	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL	
19. PLM	DRNFR	+ Foundation drainage system - French drain						
	1	1.00 LF	0.00+	13.70 =	0.79	2.90	17.39	
4. EXC	GRAV+	+ Gravel under slab - in place						
	PF*2/27	7.53 CY	0.00+	34.50 =	15.48	55.06	330.33	
6. CNC	CYMN	+ Concrete CY - Minimum charge						
	1	1.00 EA	0.00+	503.67 =	22.51	105.24	631.42	
7. CNC	LAB	+ Concrete Finisher - per hour						
	16	16.00 HR	0.00+	50.07 =	0.00	160.22	961.34	
8. CNC	LABL	+ Concrete - General Laborer - per hour						
	16	16.00 HR	0.00+	28.47 =	0.00	91.10	546.62	
18. MPR	DMEM	+ Waterproofing - sheet membrane						
	W	813.33 SF	0.00+	2.39 =	47.82	398.34	2,390.02	
9. FRM	J4SF	& R&R Joist - floor or ceiling - 2x4 - w/blocking - 16" oc						
	F	637.50 SF	0.42+	1.15 =	22.76	204.74	1,228.38	
82. WTR	GRM	+ Apply anti-microbial agent						
	F	637.50 SF	0.00+	0.20 =	12.16	25.76	165.42	
11. FRM	SH3/4	& R&R Sheathing - plywood - 3/4" CDX						
	F	637.50 SF	0.64+	1.82 =	47.30	323.12	1,938.67	
12. TIL	AV-	& R&R Ceramic tile - Standard grade						
	F	637.50 SF	1.71+	7.89 =	117.81	1,247.56	7,485.38	
15. FRM	4SF	& R&R Stud wall - 2" x 4" - 16" oc						
	W	813.33 SF	0.21+	1.91 =	44.41	353.74	2,122.41	
16. PNL	AV+	& R&R Paneling - High grade						
	1/2W	406.67 SF	0.29+	2.53 =	23.91	234.14	1,404.86	
23. ACT	SG2+	& R&R Suspended ceiling grid - High grade - 2' x 2'						
	C	637.50 SF	0.19+	1.42 =	33.02	211.88	1,271.28	
25. ACT	SG2	& R&R Suspended ceiling grid - 2' x 2'						
	C	637.50 SF	0.19+	1.22 =	24.10	184.60	1,107.58	
30. ELE	LABL	+ Electrician - General Laborer - per hour						
	32	32.00 HR	0.00+	28.47 =	0.00	182.20	1,093.24	

2015-04-29-1623

8/14/2015

Page: 2



Duckstein Contracting Inc.

17 Furnace St Ext
McKees Rocks, Pa 15136
Ph # 412-331-6257
Fax # 412-331-8135
TAX ID # 25-1647126

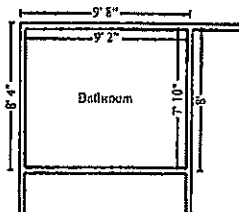
CONTINUED - FIN BASEMENT

CAT	SEL	ACT DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
	CALC							
28. ELE	LAB	+ Electrician - per hour						
	32	32.00 HR		0.00+	64.55 =	0.00	413.12	2,478.72
44. DOR	AV	& R&R Interior door unit						
	2	2.00 EA		17.83+	151.40 =	13.64	70.42	422.52
48. PNT	DORS	+ Stain & finish door slab only (per side)						
	4	4.00 EA		0.00+	32.64 =	2.01	26.52	159.09
54. FNC	LAB	+ Finish Carpenter - per hour						
	16	16.00 HR		0.00+	75.94 =	0.00	243.00	1,458.04
REBUILD CENTER LIGHT FIXTURE AND CEILING TRAY CONNECTED TO THE WALL FRAMING BEING REPLACED								
56. DRY	1/2++	& R&R 1/2" drywall - hung, taped, with smooth wall finish						
	W	813.33 SF		0.40+	1.91 =	26.76	381.12	2,286.67
58. PNT	SP2	+ Seal/prime then paint the walls and ceiling twice (3 coats)						
	WC	1450.83 SF		0.00+	0.71 =	24.37	210.90	1,265.36
79. PNT	PNLS	+ Stain & finish paneling						
	1/2W	406.67 SF		0.00+	0.94 =	7.97	78.06	468.30
80. FNC	CHR+	& R&R Chair rail - 2 1/2" stain grade						
	PF	101.67 LF		0.40+	3.16 =	10.89	74.58	447.42
81. PNT	CHRS	+ Stain & finish chair rail						
	PF	101.67 LF		0.00+	0.86 =	1.21	17.72	106.37
61. MSD	AV-	& R&R Mirror - 1/8" plate glass						
	1/2W	406.67 SF		0.26+	10.47 =	129.24	898.54	5,391.34
71. FNC	B4	& R&R Baseboard - 4 1/4"						
	PF	101.67 LF		0.44+	3.79 =	13.59	88.72	532.37
72. PNT	BS	+ Stain & finish baseboard						
	PF	101.67 LF		0.00+	0.86 =	1.21	17.72	106.37
73. INS	BI8	& R&R Blown-in insulation - 8" depth - R19						
	C	637.50 SF		0.73+	0.68 =	15.62	182.90	1,097.40
75. LIT	FNL+	& R&R Ceiling fan & light - High grade						
	1	1.00 EA		17.96+	321.95 =	13.93	70.78	424.62
76. DMO	LAB	- General Demolition - per hour						
	32	32.00 HR		47.57+	0.00 =	0.00	304.44	1,826.68
DEMO AND DEBRIS HANDLING								
77. DMO	BARR	- Dust control barrier per square foot						
	120	120.00 SF		0.59+	0.00 =	0.50	14.26	85.56
78. DMO	BARRP	- Dust control barrier - tension post - per day						
	6	6.00 DA		3.30+	0.00 =	0.00	3.96	23.76
Totals: FIN BASEMENT						673.01	6,877.36	41,274.93



Duckstein Contracting Inc.

17 Furnace St Ext
McKees Rocks, Pa 15136
Ph # 412-331-6257
Fax # 412-331-8135
TAX ID # 25-1647126



Bathroom

Height: 8'

272.00 SF Walls
343.81 SF Walls & Ceiling
7.98 SY Flooring
34.00 LF Ceil. Perimeter

71.81 SF Ceiling
71.81 SF Floor
34.00 LF Floor Perimeter

CAT	SEL	ACT DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
	CALC							
31. PLM	DRNFR	÷ Foundation drainage system - French drain						
	1	1.00 LF	0.00+	13.70 =		0.79	2.90	17.39
32. EXC	GRAV+	÷ Gravel under slab - in place						
	PF*2/27	2.52 CY	0.00+	34.50 =		5.18	18.42	110.54
33. CNC	CYMN	÷ Concrete CY - Minimum charge						
	1	1.00 EA	0.00+	503.67 =		22.51	105.24	631.42
34. CNC	LAB	÷ Concrete Finisher - per hour						
	32	32.00 HR	0.00+	50.07 =		0.00	320.44	1,922.68
35. CNC	LABL	÷ Concrete - General Laborer - per hour						
	16	16.00 HR	0.00+	28.47 =		0.00	91.10	546.62
36. MPR	DMEM	÷ Waterproofing - sheet membrane						
	W	272.00 SF	0.00+	2.39 =		15.99	133.22	799.29
37. FRM	J4SF	& R&R Joist - floor or ceiling - 2x4 - w/blocking - 16" oc						
	F	71.81 SF	0.42+	1.15 =		2.56	23.08	138.38
38. FRM	SH3/4	& R&R Sheathing - plywood - 3/4" CDX						
	F	71.81 SF	0.64+	1.82 =		5.33	36.40	218.38
39. TIL	AV-	& R&R Ceramic tile - Standard grade						
	F	71.81 SF	1.71+	7.89 =		13.27	140.54	843.19
40. FRM	4SF	& R&R Stud wall - 2" x 4" - 16" oc						
	W	272.00 SF	0.21+	1.91 =		14.85	118.30	709.79
41. PNL	AV+	& R&R Paneling - High grade						
	1/2W	136.00 SF	0.29+	2.53 =		8.00	78.30	469.82
42. ACT	SG2+	& R&R Suspended ceiling grid - High grade - 2' x 2'						
	C	71.81 SF	0.19+	1.42 =		3.72	23.86	143.19
43. ACT	SG2	& R&R Suspended ceiling grid - 2' x 2'						
	C	71.81 SF	0.19+	1.22 =		2.71	20.78	124.74
52. PLM	LAB	+ Plumber - per hour						
	24	24.00 HR	0.00+	68.35 =		0.00	328.08	1,968.48
REMOVE RESET PLUMBING								
53. PLM	LABL	+ Plumber - General Laborer - per hour						
	24	24.00 HR	0.00+	28.47 =		0.00	136.66	819.94
69. FNC	B4	& R&R Baseboard - 4 1/4"						
	PF	34.00 LF	0.44+	3.79 =		4.55	29.70	178.07



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17 Furnace St Ext
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TAX ID # 25-1647126

CONTINUED - Bathroom

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
70. PNT	BS	÷ Stain & finish baseboard					
	PF	34.00 LF	0.00+	0.86 =	0.40	5.92	35.56
84. WTR	GRM	+ Apply anti-microbial agent					
	F	71.81 SF	0.00+	0.20 =	1.37	2.92	18.65
Totals: Bathroom					101.23	1,615.86	9,696.13
Total: Main Level					774.24	8,493.22	50,971.06

GENERAL

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
50. DMO	DTRUCK	- Single axle dump truck - per load - including dump fees					
	1	1.00 EA	244.24+	0.00 =	0.00	48.84	293.08
51. DMO	DUMP>	- Dumpster load - Approx. 30 yards, 5-7 tons of debris					
	1	1.00 EA	671.00+	0.00 =	0.00	134.20	805.20
55. FEE	TIPF	+ Taxes, insurance, permits & fees (Bid item) COMMERCIAL BUILDING PERMIT COST ALLOWANCE					
	1	1.00 EA [*]	0.00+	1,500.00 =	0.00	300.00	1,800.00
85. LAB	SUPERC	+ Commercial Supervision / Project Management - per hour					
	40	40.00 HR	0.00+	59.37 =	0.00	474.96	2,849.76
Totals: GENERAL					0.00	958.00	5,748.04

Labor Minimums Applied

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
5. EQU	MN-A	+ Heavy equipment labor minimum					
	1	1.00 EA	0.00+	72.02 =	0.00	14.40	86.42
Totals: Labor Minimums Applied					0.00	14.40	86.42

Line Item Totals: 2015-04-29-1623 774.24 9,465.62 56,805.52



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17 Furnace St Ext
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Ph # 412-331-6257
Fax # 412-331-8135
TAX ID # 25-1647126

Grand Total Areas:

1,602.67 SF Walls	837.64 SF Ceiling	2,440.31 SF Walls and Ceiling
837.64 SF Floor	93.07 SY Flooring	200.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	200.33 LF Ceil. Perimeter
837.64 Floor Area	891.92 Total Area	1,602.67 Interior Wall Area
1,110.00 Exterior Wall Area	123.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



Duckstein Contracting Inc.

17 Furnace St Ext
McKees Rocks, Pa 15136
Ph # 412-331-6257
Fax # 412-331-8135
TAX ID # 25-1647126

Summary

Line Item Total	46,565.66
Material Sales Tax	760.71
Cleaning Mtl Tax	1.49
Subtotal	47,327.86
Overhead	4,732.81
Profit	4,732.81
Cleaning Sales Tax	12.04
Replacement Cost Value	\$56,805.52
Net Claim	\$56,805.52



Duckstein Contracting Inc.

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Ph # 412-331-6257
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TAX ID # 25-1647126

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mtl Tax (7%)	Cleaning Sales Tax (7%)	Clothing Acc Tax (7%)	Manuf. Home Tax (7%)	Storage Rental Tax (7%)
Line Items	4,732.81	4,732.81	760.71	1.49	12.04	0.00	0.00	0.00
Total	4,732.81	4,732.81	760.71	1.49	12.04	0.00	0.00	0.00



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TAX ID # 25-1647126

Recap by Room

Estimate: 2015-04-29-1623

Area: Main Level

FIN BASEMENT

33,724.56 72.42%

Bathroom

7,979.04 17.14%

Area Subtotal: Main Level

41,703.60 89.56%

GENERAL

4,790.04 10.29%

Labor Minimums Applied

72.02 0.15%

Subtotal of Areas

46,565.66 100.00%

Total

46,565.66 100.00%



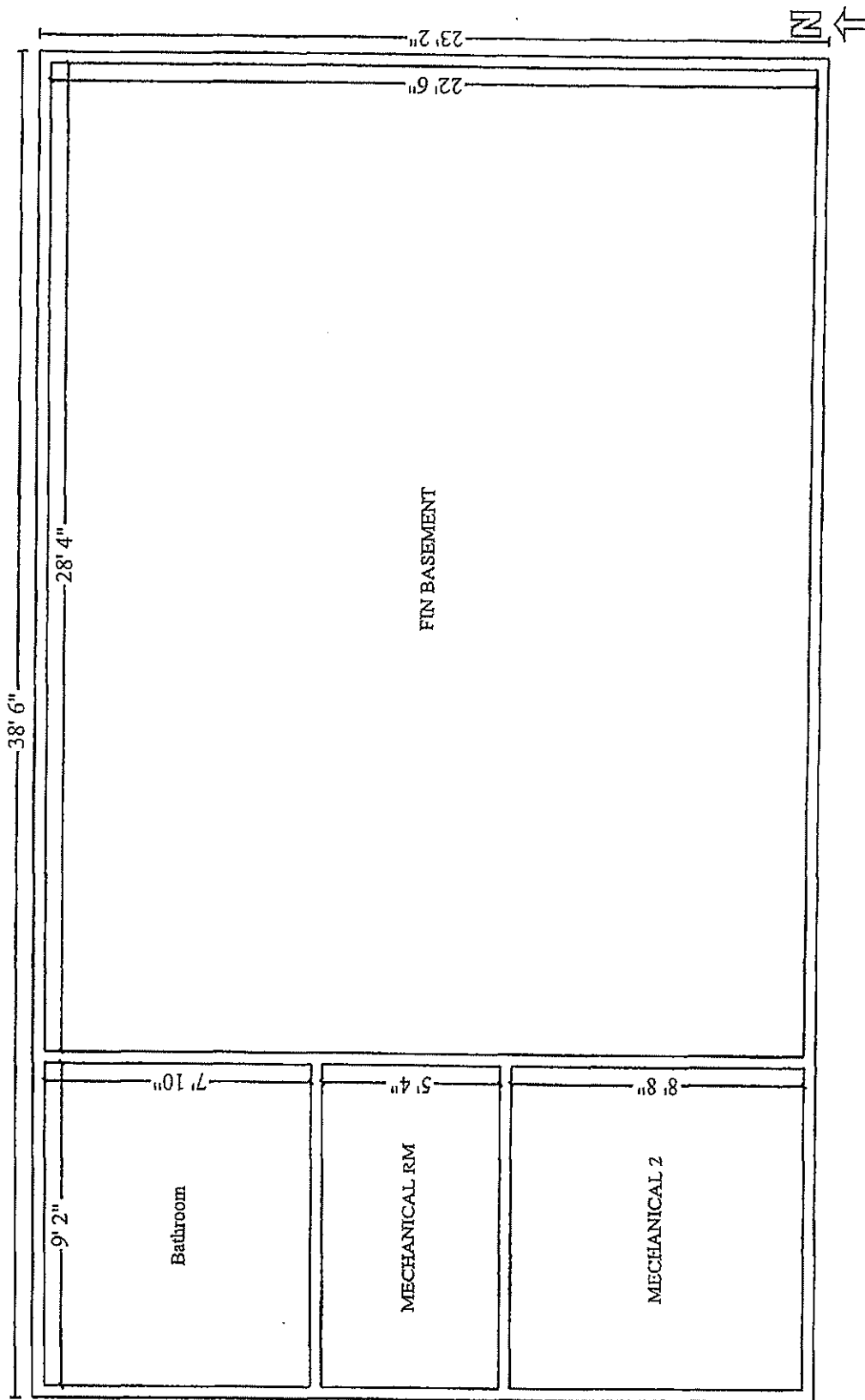
Duckstein Contracting Inc.

17 Furnace St Ext
McKees Rocks, Pa 15136
Ph # 412-331-6257
Fax # 412-331-8135
TAX ID # 25-1647126

Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	1,872.58	3.30%
CONCRETE & ASPHALT	4,321.74	7.61%
GENERAL DEMOLITION	6,198.13	10.91%
DOORS	302.80	0.53%
DRYWALL	1,553.46	2.73%
ELECTRICAL	2,976.64	5.24%
EQU	72.02	0.13%
EXCAVATION	346.73	0.61%
	1,500.00	2.64%
FINISH CARPENTRY / TRIMWORK	2,050.51	3.61%
FRAMING & ROUGH CARPENTRY	4,179.63	7.36%
INSULATION	433.50	0.76%
LABOR ONLY	2,374.80	4.18%
LIGHT FIXTURES	321.95	0.57%
MOISTURE PROTECTION	2,593.94	4.57%
MIRRORS & SHOWER DOORS	4,257.83	7.50%
PLUMBING	2,351.08	4.14%
PANELING & WOOD WALL FINISHES	1,372.96	2.42%
PAINTING	1,747.04	3.08%
TILE	5,596.46	9.85%
WATER EXTRACTION & REMEDIATION	141.86	0.25%
O&P Items Subtotal	46,565.66	81.97%
Material Sales Tax	760.71	1.34%
Cleaning Mtl Tax	1.49	0.00%
Overhead	4,732.81	8.33%
Profit	4,732.81	8.33%
Cleaning Sales Tax	12.04	0.02%
Total	56,805.52	100.00%

Main Level



Main Level

8/14/2015

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2015-04-29-1623



Duckstein Contracting Inc.

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17 Furnace St. Ext
McKees Rocks, PA 15136
Phone: 412-331-6257
Fax :412-331-8135
Email: ashley@ducksteinmail.com
Tax ID#: 25-1647126

Client: FRENCH DRAIN

Operator: NORM

Type of Estimate: <NONE>

Date Entered: 10/9/2015

Date Assigned:

Price List: PAPB8X_OCT15

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2015-10-09-1640

THIS IS A ROUGH ESTIMATE TO INSTALL A 6" FRENCH DRAIN BEHIND THE BUILDING. TO EXTEND THE DRAIN PAST THE BUILDING. TIE IN TO EXISTING STORM SEWER IF AVAILABLE
PERMITS AND TIE IN FEE IF ANY ARE NOT INCLUDED
EXCAVATION (AND BACK-FILL ARE) LIMITED TO 80 HOURS.. IF EXCAVATION TIME RUNS OVER 80 HOURS (DUE TO ANY REASON INCLUDING ROCK OR EARTH CONDITIONS) THE ADDITIONAL TIME WILL BE AN ADDITIONAL COST
BASED ON THE SAME RATES AS HERE. IF ADDITIONAL MATERIALS ARE NEEDED THE ADDITIONAL MATERIALS WILL BE CHARGED AT THE SAME RATE AS HERE



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Tax ID#: 25-1647126

2015-10-09-1640

2015-10-09-1640

CAT	SEL	ACT DESCRIPTION	TAX	O&P	TOTAL
	CALC	QTY	REMOVE	REPLACE	
10. CNC	ASPSC	+ Asphalt cutting - driveway (per LF per inch of saw depth)			
		0.00 LF	0.00	0.00	0.00
Total: 2015-10-09-1640			0.00	0.00	0.00

EXTERIOR REAR

CAT	SEL	ACT DESCRIPTION	TAX	O&P	TOTAL
	CALC	QTY	REMOVE	REPLACE	
1. EXC	BHOE	+ Backhoe loader and operator			
	80	80.00 HR	0.00+	81.29 =	
				0.00	1,300.64
					7,803.84
TRENCH ACROSS REAR OF BUILDING TO CATCH BASIN					
2. FEE	DEL	+ Delivery charge (Bid item)			
	2	2.00 EA (*)	0.00+	450.00 =	
				0.00	180.00
					1,080.00
EXCAVATION EQUIPMENT DELIVERY AND REMOVAL					
3. EXC	ORAV	+ Gravel (per CY)			
	166	166.00 CY	0.00+	26.27 =	
				305.26	933.22
					5,599.30
GRAVEL FOR FRENCH DRAIN					
4. LND	DPC	M (Material Only) Drain pipe - corrugated 6			
	900	900.00 LF	0.00+	3.65 =	
				229.95	703.00
					4,217.95
FRENCH DRAIN PIPE					
5. LAB	LBR	+ General Laborer - per hour			
	3*80	240.00 HR	0.00+	28.75 =	
				0.00	1,380.00
					8,280.00
INSTALL PIPE, TAMP GRAVEL AND GROUND					
6. EQU	DTRUK	+ Dump truck and operator - 10 ton			
	48	48.00 HR	0.00+	75.00 =	
				0.00	720.00
					4,320.00
LADDERWAY ASPHALY AND DEBRIS					
7. CNC	ASPSC	+ Asphalt paving - 2 1/2 - 3" with 6" base - Commercial			
	2700	2700.00 SF	0.00+	5.46 =	
				440.37	3,036.48
					18,218.85
ASPHALT REMOVED FOR DRAIN LINE					
8. CNC	ASPSC	+ Asphalt cutting - driveway (per LF per inch of saw depth)			
	1200	3600.00 LF	0.00+	2.34 =	
				0.00	1,684.80
					10,108.80
TAMP BOTH SIDES OF TRENCH					
9. R		+ Rental equipment delivery (Bid item) back fill compactor			
	1	1.00 EA (*)	0.00+	1,850.00 =	
				0.00	370.00
					2,220.00

11/9/2015

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Tax ID#: 25-1647126

CONTINUED - EXTERIOR REAR

CAT	SEL CALC	ACT DESCRIPTION QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: EXTERIOR REAR					975.58	10,308.14	61,848.74
Line Item Totals: 2015-10-09-1640					975.58	10,308.14	61,848.74

11/9/2015

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Tax ID#: 25-1647126

Summary

Line Item Total	50,565.02
Material Sales Tax	975.58
Subtotal	51,540.60
Overhead	5,154.07
Profit	5,154.07
Replacement Cost Value	\$61,848.74
Net Claim	\$61,848.74

11/9/2015

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Tax ID#: 25-1647126

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Cleaning Mtl Tax (7%)	Cleaning Sales Tax (7%)	Clothing Ace Tax (7%)	Manuf. Home Tax (7%)	Storage Rental Tax (7%)
Line Items	5,154.07	5,154.07	975.58	0.00	0.00	0.00	0.00	0.00
Total	5,154.07	5,154.07	975.58	0.00	0.00	0.00	0.00	0.00

2015-10-09-1640

11/9/2015

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Recap by Room

Estimate: 2015-10-09-1640
EXTERIOR REAR

	50,565.02	100.00 %
Subtotal of Areas	50,565.02	100.00 %
Total	50,565.02	100.00 %

2015-10-09-1640

11/9/2015

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Recap by Category

O&P Items	Total	%
CONCRETE & ASPHALT	23,166.00	37.46%
HEAVY EQUIPMENT	5,450.00	8.81%
EXCAVATION	10,864.02	17.57%
PERMITS AND FEES	900.00	1.46%
LABOR ONLY	6,900.00	11.16%
LANDSCAPING	3,285.00	5.31%
O&P Items Subtotal	50,565.02	81.76%
Material Sales Tax	975.58	1.58%
Overhead	5,154.07	8.33%
Profit	5,154.07	8.33%
Total	61,848.74	100.00%



SOMMER

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BRAD N. SOMMER, ESQUIRE
Email: BNS@SommerLawGroup.com

December 7, 2015

Via Email: jdipaolo@dipaolo-russo.com

DiPaolo & Russo
Attn: Joseph DiPaolo, Esquire
1106 Fifth Avenue
Pittsburgh, PA 15219

Via Email: cpflug@palaceentertainment.com

Palace Entertainment
Attn: Christopher R. Pflug
4590 MacArthur Blvd- Suite 400
Newport Beach, CA 92660

*RE: Our Client: Maya Restaurants, Inc
Property Address: 823 Long Run Road
Confidential Settlement Discussions*

Dear Mr. DiPaolo and Mr. Pflug:

Please be advised that my office has been retained by Maya Restaurants, Inc with respect to its purchase of 823 Long Run Road, McKeesport, PA from Festival Fun Parks, LLC.

While I understand that you have made demands on my client for payment under the \$50,000.00 Mortgage/Note secured on this transaction, my client is rejecting performance under said agreement due to a claim of Fraud in the Inducement and Breach of Contract by Festival Fun Parks, LLC due to misrepresenting property defects under contract provision 12(A) Property Defects Disclosure. More specifically, the property contains defects which are covered under "wetlands, flood plains, or any other environmentally sensitive areas."

As a result of the failure to disclose this defective condition, my client has incurred substantial property damages to cure and re-mediate, which is included in the estimates of Duckstein Contracting provided herewith. Based upon information and belief, your client knew or should have known of said defects, and intentionally failed to disclose the same inducing my client to proceed with the purchase. Had my client been aware of the true condition, my client would not have entered into the agreement to purchase.

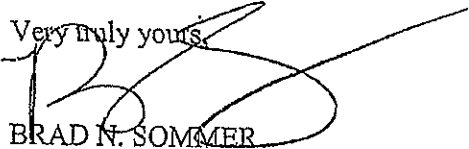
At this time, and due to the fact these figures are in excess of the purchase price, my client has authorized me to demand refund of all monies paid at closing, along with a release/satisfaction of the Mortgage secured on the property, in exchange for a full release of all claims. This demand shall remain open for five (5) days.



If we are unable to reach an amicable settlement, I have been instructed to proceed with litigation, in which we will be demanding the full refund of all contractor costs, lost income/use of property, legal fees and punitive damages.

Your consideration is appreciated.

Very truly yours,


BRAD N. SOMMER

BNS/hlw
Enclosures

EXHIBIT 2

Executive Business & Marketing Plan

FOR



**Location: 623 Long Run Rd.
McKeesport PA 15132**

CONTACT INFORMATION:

Prasad Margabandhu
5 Market Sq, Pittsburgh PA 15222
HOME PHONE: 412-607-7675
EMAIL: prasadbandhu@gmail.com

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II. Executive Summary

Winghart's Burger Bar is a Pittsburgh based local restaurant chain with top quality food and excellent burgers in the region. The Winghart's concept consists of fresh quality food which is not frozen or microwaved and made fresh daily. We can proudly state that to all our customers.

Winghart's is rated as the best Burgers in Pittsburgh and surrounding region

Winghart's started out in 2011 at Market Sq location and currently expanded to 5 locations : Market Sq, Southside, Monroeville, Greensburg and Oakland.

The following are some links and articles:

<http://www.winghartburgers.com/>

<http://www.post-gazette.com/pg/11048/1125902-440.stm>

<http://www.pittsburghmagazine.com/Pittsburgh-Magazine/March-2011/Winghart-039s-Burger-amp-Whiskey-Bar/>

<http://www.post-gazette.com/pg/11097/1137439-46.stm>

<http://www.burghgourmand.com/2011/04/recent-eats-in-pittsburgh.html>

<http://chowhound.chow.com/topics/759148>

<http://networkedblogs.com/esogH>

<http://www.yelp.com/biz/wingharts-burger-and-whiskey-bar-pittsburgh>

<http://www.urbanspoon.com/r/23/1567626/restaurant/Downtown-CBD/Wingharts-Burger-Whiskey-Bar-Pittsburgh>

<http://www.yelp.com/biz/wingharts-burger-and-whiskey-bar-pittsburgh>

<https://twitter.com/wingharts>

<https://www.facebook.com/Wingharts>

<http://www.urbanspoon.com/r/23/1567626/restaurant/Downtown-CBD/Wingharts-Burger-Whiskey-Bar-Pittsburgh>

Wingharts is looking to add another location with a more expansive menu at the 623 Long Run Rd building in Mckeesport. This building has a history of being a restaurant and was last used as a banquet hall facility. This building is ideal with over 25,000 square footage of space and parking for over 400 vehicles. The building also has a 10,000 square footage main kitchen and prep kitchen with another 3000 sf in storage.

Hence Winghart's plans to also start catering and doing events and banquets and possibly weddings too at this location. Also, due to Wingharts growth and increase in demand, Wingharts will be moving it's prep kitchen which consist of 12 employees to Mckeesport location as the location has 2 kitchens and the rear larger kitchen will be converted into prep kitchen.

Hence in a nutshell, we can state that the benefits and advantages in moving into this location:

1. Full Service Wingharts location with more enhanced menu as space allows.
2. Winghart's catering business for events and banquets.
3. Potential wedding catering as Stratwood did
4. Larger Prep Kitchen to handle the expansion and growth of Winghart's.

The combination of all above features will enable us to capitalize on every angle of sales. We will be different from the competition as there is no other location in the area with a concept any where similar to ours. This location should do high volume.

Prasad Marugabandhu, a resident of Pittsburgh, PA and alumni of Carnegie Mellon University, plans on reopening the space proposed above. Prasad is an entrepreneur who runs and operates several fast food restaurants, convenience stores and stations and an investor of real estate.

The current projections show that the store should do a total in sales in excess of 3 **million dollars** per year with the creation of **20 full time** and **50 part time** positions. The restaurant will be running about 16 hours a day and the prep Kitchen will be running 24 hours a day to keep up with volume. The location includes the following items:

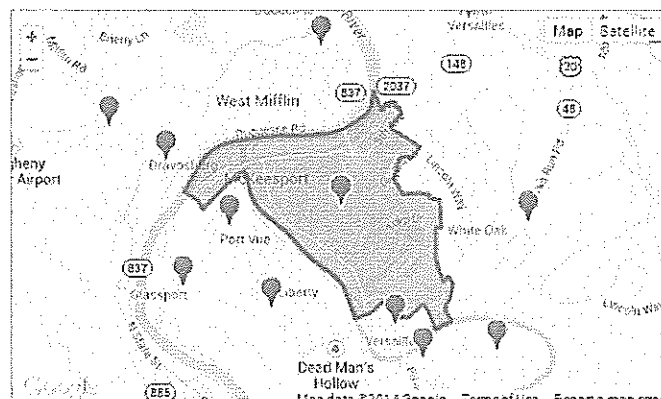
- 2 full service bars, with draft tap system,
- A full kitchen,
- Restaurant sitting area on 1st floor
- lounge section on 1st floor
- Banquet Hall Section on 2nd floor
- A full service Prep Kitchen for preparation of all burger patties, sauces etc for Winghart's
- Parking and Kitchen access for all Wingharts delivery vehicles and supplier vehicles

III. Background & Description

McKeesport is located in west Pennsylvania. McKeesport is between the Allegheny, Westmoreland county. McKeesport has 5.04 square miles of land area and 0.37 square miles of water area. As of 2010, the total McKeesport population is 19,731, which has shrunk 17.92% since 2000. The population growth rate is much lower than the state average rate of 3.43% and is much lower than the national average rate of 9.71%. McKeesport median household income is \$26,608 in 2008-2012 and has grown by 12.20% since 2000. The income growth rate is much lower than the state average rate of 30.32% and is much lower than the national average rate of 26.32%. McKeesport median house value is \$47,800 in 2008-2012 and has grown by 26.46% since 2000. The house value growth rate is much lower than the state average rate of 70.00% and is much lower than the national average rate of 51.67%. As a reference, the national Consumer Price Index (CPI) inflation rate for the same period is 26.63%. On average, the public school district that covers McKeesport is worse than the state average in quality. The

Plan is to purchase the existing building which was the old Stratwood Banquest Hall Facility and open it as the Winghart's. Our location is on prime part of McKeesport right across from the largest shopping center in that area called Olympia Shopping center. Winghart's will also be located right across this shopping center .

The Olympia Shopping Center is Located on Rt. 48 near the intersection of Rt. 148 and is a well established community center with population within a 3-mile radius of 51,537 and within a 5-mile radius of 110,527. Some major tenants include: Shop 'n Save, National City Bank, Save-A-Lot, GNC, Fashion Bug, Hallmark, Family Dollar, Radio Shack, Payless Shoes, KFC, and many more.



In addition, Prasad has taken executive MBA courses and entrepreneurial courses at the Tepper Business School, Carnegie Mellon University. Prasad has also taken startup companies live and was CEO for 2 startup companies. Prasad got into the fast food restaurant and convenience store business and has been very successful. In addition to his business experience, Prasad is also an adjunct professor at Penn State University. Prasad brings the education, management experience, entrepreneurial ability and ambition necessary to make this location a great success.

IV. BUSINESS OVERVIEW

HISTORY

This location was always a restaurant and bar. It was last a banquet hall restaurant facility and prior a well known restaurant called Lemontree. The location will need to be reopened as a Winghart's restaurant, bar and lounge to maximize the sales.

MISSION

The mission of this business is to bring customers into our store, get them to buy food, Beverages and have a great time at the location so that they on a day to day basis, try our products and enjoy the experience, and keep them coming back as well as spread a good word to all their friends. In other words we want to make potential customers aware of our location and menu and give them great service when they come in.

GOALS AND OBJECTIVES

The number one of goal of this business is to earn a profit consistently and to maximize it and exceed the existing competition in the region. This will happen with superior customer service to keep customers coming back, maximizing worker productivity with friendly, honest, and reliable employees, minimizing overhead, responding to changing markets, creative and optimized marketing / promotion and competent management. The second goal is to increase the overall store revenue and profit earned. An ideal plan is to increase sales by 25% within 2 to 3 years. The goals are very achievable as the store is not optimally operated and the current store owner does not run the day to day operations efficiently and has very high priced product that will not sell in this depressed economy. Our plan is to very closely be involved in the operations and day-to-day operations of the store and do aggressive marketing to increase awareness and bring more customers. The plan is to visit the store on a daily basis and have monitoring systems to view customer service and employee loyalty.

The businesses plans and goals fit into the owner's vision of creating more jobs and stimulating the same economy that has provided the education and life to Prasad.

V. MANAGEMENT & ORGANIZATION

ORGANIZATION STRUCTURE & STAFFING

This business will be owned and operated by WINGHART'S SIX INC, a corporation owned by Prasad Margabandhu and Sivram Bandhu . Prasad will oversee the vision and operations of the business and will have a well qualified team of people to run the store's day to day operations. Sivram Bandhu will be in charge of operations and business development. Sivram has strong background in operations. A minimum of 20 full time and 50 part time positions will be created for the restaurant / banquet hall and a total of 12 jobs will be brought into the region for the prep kitchen.

MANAGEMENT TEAM

Prasad Margabandhu will oversee the store operations and will visit the store on a regular basis. The store's general manager will perform the day-to-day operations. There will also be multiple bar and restaurant managers and assistant managers and well as bar tenders, waiters, and maintenance people on staff. Prasad Margabandhu will be involved in developing the marketing and promotion plan and implementing the plan as well as developing the partnerships and relationships with the businesses, schools and community around the business

Prasad's resume is attached in the appendix.

NEW HIRES & JOB CREATION

The following table lists the new job positions with the number of positions for each title

	Job Title	Position	Quantity
1	General Manager	FULL	3
2	Restaurant & Bar Manager	FULL	5
3	Assistant Manager	FULL	4
4	Head Chef	FULL	1
5	Assistant Chef	FULL	4
6	Head Server	FULL	2
7	Servers	PART Time	24
8	Bar tenders	PART Time	12
9	Security Police	PART Time	2
10	Security	PART Time	5
11	Janitors	PART Time	3
12	Stock Assistants	PART Time	2
13	Marketing & Social Media / Customer Relations	FULL	1

LABOR MARKET ISSUES

With the exception of management, the stores staff members will be low-skilled workers and some local high school students. Pittsburgh has a moderate unemployment rate and there is an abundance of potential employees wanting to go to work. There are always more applicants than positions to fill in Pittsburgh.

In an effort to attract a larger pool of potential employees and more quality workers the business will offer a starting wage of \$0.50 above normal minimum wage per hour for the part time employees and the full time employees will a good salary around 15\$ to 45\$ an hour.

VI. OPERATIONAL PLAN

LOCATION AND FACILITIES

This business is located in the heart of McKeesport at 623 Lon Run Rd, McKeesport PA 15132 right across from the Olympia Shopping Center.

HOURS OF OPERATION

The business will be open approx 16 hours a day and for 365 days of the year excluding any major government / public or religious holidays. The location will open at 10am in the morning and close at 12 am on weekdays and will open at 10am and close at 2 am on weekends.

SYSTEMS AND CONTROLS

A huge emphasis will be placed on the customer requirement and freshness of our products. All products will be rotated bi-weekly to ensure that the products are fresh and not expired. Any expired product will be removed from the shelf immediately and returned to the supplier. Grocery and inventory control will be handled by our computer and will be checked daily by management. Security cameras with hard drives will be installed at the store. These cameras will be used to track and monitor employees and customers service as well as theft and employee behavior. The cameras will be connected to the internet through an Ethernet port and will be ready for remote viewing.

IMPLEMENTATION ACTIVITIES AND MILESTONES

The implementation activities are as follows:

March 2014

- Obtain Liquor License Approval
- American General Closing company working on details for closing.

April 2014

- Get the Clairton Duquesne McKeesport Enterprize Zone Funding approval
- Obtain Primary Banking Commitment letter.
- Start formulating food product list with Sysco Foods
- Start evaluating Alcohol and bar suppliers
- Receive final drawings and contractor bids for restaurant cleaning, repair and remodeling
- Meet with Food and Health departments
- Complete all requirements for Liquor license transfer
- Test Kitchen 1
- Store marketing phase 1
- Finalize restaurant menus
- Program Register systems

May 2014

- Complete and exterior remodeling
- Start marketing phase 2
- Grand opening marketing and ceremony
- Open Store.
-

June 2014

- Move prep kitchen from Monroeville and start Prep Operations
- Program Register systems
- Print Final menus
- Start phase 2 marketing
- Friends & Family Sampling and test Kitchen
-

July 2014

- Final Staff meetings to correct / educate any flaws etc
- Open Restaurant

VII. INDUSTRIAL ANALYSIS

Although this business is competitive, the lifestyle changes created by modern living continue to fuel its steady growth. More and more people have less time, resources, and need to relax and drink and get food at a quality location with value pricing. Trends are very important and this business is well positioned to provide its customers food, drinks and entertainment at moderate to low prices.

VIII. MARKETING & PROMOTION

PRODUCTS AND SERVICES

Winghart's is a full service restaurant, bar, with a lounge at this location. Some of the products and services include:

- Full service restaurant.
- Full fledged bar
- Lounge
- Stage area for bands etc for the later night weekend crowd

MARKET DEMOGRAPHICS

The customer base will come from four major segments:

- **The Local Population**-The City of McKeesport has a population of approximately 19,000 people, neighboring white oak has 7800 people, neighboring North Huntingdon has 29,000 people the surrounding region as a whole has a population of over 2 million people. The business is located next to the prime shopping center and mall for the area and also close proximity to residences, hence will have a lot of transient customers.
- **Local Businesses**- The restaurant is located at the heart of McKeesport on major Highway RT 48 , a highly populated road with several businesses in the area.
- **Travelers**-Travelers coming to Pittsburgh area, Monroeville or even Irwin / Greensburgh will have to pass the area and hence may possibly stop by on their way.
- **University Students** – This location is very close to Penn State McKeesport. We will utilize the college students to aid and help with Marketing.

PROMOTION & MARKETING PLAN

During the renovation and remodeling of the store, local marketing of the store will be executed. Once the store is opened, there will be a grand opening ceremony where a celebrity will be invited to join the community for some free drinks, beverages, and food while they visit Winghart's for the first time. Some of the marketing and promotional execution strategy includes:

- Face to face marketing with a coupon in the card to all the Schools and businesses.
- Specials & Super-Saver coupons for certain items during first 6 weeks. These coupons can be rotated and vary every week.
- Local Newspaper and entertainment magazine adds
- Email newsletter
- Myspace, Facebook & Twitter adds and networking. Coupon maybe a part of add.
- VIP Cards for some customers.
- Schools – Marketing to all nearby Universities
- Food and Drink Specials.
- Partnerships with the community and businesses around the region and happy hours for businesses including:
 - Chamber of Commerce
 - Local Hotels and Motels – meetings with the manager(s) and coupons for their hotel customers.
 - Discount specials for the larger company employees in area,
 - Community events: Involvement and sponsor community events with Food, etc.
 - Discount saver coupons to nearby apartment communities
 - Discount saver coupons and mailers to nearby residential communities
 - Partnerships & coupon promotions to neighboring banks and their employees
- Signage – Bright Neon / LED signage on the store front
- Awning – Bright led striping and LED display to enhance visibility. This is the only bar and restaurant with an awning grandfathered in.
- Stickers / banners – Make small sticker banners that we can have surrounding partner stores or businesses post or stick on their message boards or windows, creating a greater awareness for our store.
- Continuation and improvement of staff training so that they ask right questions to customers to entice more sales.
- Inflatable balloons & other advertising on special weekends / weekdays during the grand opening
- Specials on slow business days

IX. ANALYSIS OF THE COMPETITION

There is no concept similar to ours in this market. The other restaurant concepts include:

Tillie's Restaurant McKeesport - Italian 308 36th St

Rodos McKeesport - Greek, Mediterranean 1597 Lincoln Way

Veltre's Pizza & Sandwiches McKeesport - Pizza, Sandwiches/Subs, Salad 2812 State St

China Jade Restaurant McKeesport - Chinese 4313 Walnut St Ste 40

Antojitos Authentic Mexican... McKeesport - Mexican 3001 5th Ave

Minerva Bakery McKeesport - Bakery 927 5th Ave

Woody's Italian Restaurant McKeesport - Italian, Pizza 5300 Walnut St

Fellini's Pizzeria McKeesport - Burgers, Pizza, Sandwiches/Subs 1624 Lincoln Way

Hoot's McKeesport - American 3115 Walnut St

Patti's Pasticceria McKeesport - Bakery, Coffee 1502 Lincoln Way

Jo-Lynn Pizza McKeesport - Pizza 3116 Liberty Way

Boston Waterfront & Lounge McKeesport - American, Seafood, Steakhouse 2422 Saint David Dr

The Original Pizza & Gyro... McKeesport - Pizza, Sandwiches/Subs, Buffet 801 Oneil Blvd

Elbow Room McKeesport - Pizza 201 W 5th Ave

Dot's Family Restaurant McKeesport - Diner 2634 5th Ave

Port Vue Pub McKeesport - American - 305 Laredo St

However, none of these locations will have all the features that we will provide plus none of them will provide customer service that we will.

The businesses Competitive Advantages

- Great food around the clock
- The only burger bar concept in the area.
- Great Customer service and experience
- All our food is made fresh daily
- A large number of services for customers.
- VIP Lounge to the regular customers

COMPETITIVE STRATEGY

There are five major ways that we will create an advantage over our competitors:

- Excellent customer service. More staff will be hired for the peak hours of operation, so that they do not have to wait for more than 2 minutes to be served
- Clean Store
- Product identity, quality, and display.
- High employee motivation and good sales attitude.
- Innovative and aggressive service options. The staff will be trained to smile and greet customers and ask them relevant questions with corresponding body language to entice them to make additional purchases.
- Customer feedback and new product requirements will be documented and brought into the store.
- Very attractive and friendly waiters, bartenders, etc.
- Creative and aggressive marketing and promotions

Once a customer has visited our business and given us a chance to serve them, their experience will be reinforced with friendly, efficient, knowledgeable service.

X. EQUIPMENT LIST & VALUATION

The property is being sold with all the equipment and furniture inside the store. The list of equipment and furniture included with the purchase are as follows:

The total square footage of the building is 25,000. The building was appraised in past for \$450,000 and was listed about a year ago for 275,000\$. Currently under contract for Winghart's to purchase for \$132,500

In addition, the location is approved a liquor license valued at 50,000\$

	Item	Value
1	Building (~ 25,000 sqf), valued after remodel	\$ 1,000,000
2	Allegheny County Liquor License	\$ 50,000
3	1 st Floor Kitchen Equipment	\$ 100,000
4	Tables & Chairs	\$ 25,000
5	1 st Floor Bar	\$ 25,000
6	2 nd Floor Equipment	\$ 50,000
7	Goodwill	\$ 250,000
	TOTAL	\$1,500,000

XI. STARTUP COSTS & FINANCIAL PLAN

Startup Costs

	COSTS \$
Purchase Building	\$132,500
Remodeling, Repair, Rehabilitate the existing property and pre kitchen	\$ 500,000
Equipment, Furniture & Appliances	\$ 100,000
Liquor license and Goodwill	\$ 50,000
TOTAL INVESTMENT	\$ 782,500

NOTE

Currently seeking funding ONLY for purchasing real estate and remodeling / rehab work in the premises. The liquor license is already owned and Wingharts owns all the kitchen and prep equipment in the premises.

RENTAL INCOME:

The Winghart's prep kitchen will lease the rear kitchen and storage for \$3,000 per month which equals \$36,000 per year.

BREAK EVEN ANALYSIS

Break-Even Analysis	
WINGHART Burgers	
Total Operating Expenses	\$548,640.00
Interest	\$51,898.13
G&A	\$0.00
Total Fixed Costs	\$600,538.13
Annual Break-Even Sales	\$642,658.57
Monthly Break-Even Sales	\$53,554.88
Daily Break-Even Sales	\$1,760.71

Note: This break-even analysis does not account for the fact that
Operating expenses may also be variable with sales.

APPENDIX 1

RESUME OF

PRASAD MARGABANDHU

PRASAD MARUGABANDHU, EIT

SUMMARY

A goal oriented leader, with a Master's degree from Carnegie Mellon University. Possess strong engineering, product development, business and project management skills and expertise. Have developed and designed engineering systems and engineering software systems. Built teams and managed the product development cycle for engineering software systems. Have been involved in starting and launching concepts from scratch into full fledge products. Have been involved in starting and launching a company from scratch and involved as a technical consultant to a startup company. Written effective proposals for both private and government projects. Involved in several engineering process optimization projects that resulted in tremendous cost savings. A successful real estate investor. Experience in the convenience store, gas station as well as fast food business. Started and developed very successful Subway restaurants and grocery / convenience stores. Possess strong relationship building skills and a very goal oriented approach to managing people and solving problems. Adjunct Professor at Penn State University.

TECHNICAL BUSINESS & PROJECT MANAGEMENT QUALIFICATIONS

SUMMARY

- **Project Management:** Includes large and small projects in the areas of engineering, design and software.
- **Software & Design Optimization:** Developed engineering software and processes to improve efficiency of system process and reduce the overall operation cost.
- **Proposal & Bids:** Experience in identifying the key value proposition items in engineering projects, concepts and proposals and can translate thoughts and ideas into proposals.
- **Product Management:** Created several engineering products and engineering software from conceptual stage. Developed the plan, process flow, built and managed teams and executed within budget.
- **Business Development & Sales:** Instrumental in putting together strategic partnerships and deals with net worth of over 5 million dollars. Closed several large profitable deals and ventures.
- **Marketing:** Worked hand in hand with the marketing team and assisted in strategizing product releases for targeted markets.
- **Curriculum Program Manager:** Brought in partners and vendors to support and donate tools and software in goodwill for the program. Secured over 15 million dollars worth of software in goodwill to launch program. Companies included Carnegie Mellon, EDS (UGS), Spatial Analyzer, Microsoft, ABB, MasterCAM.
- Represented companies at several major events and conferences.
- Strong team building and motivating skills. Easy to get a long with and communicate with.

RETAIL BUSINESS EXPERIENCE

- **SUBWAY:** Subway Franchisee along with Wife. Attended 2 week long franchise training program. Been through all food and health safety training programs. Currently own and operate 3 Subway stores in Allegheny County and are building two more locations. All stores have managers and assistant managers and wages in excess of one and a half times

minimum wage are paid to managers. Some features of the stores ad operations include: Structured management team, security remote monitoring systems to check on employee behavior, customer service and more, aggressive marketing campaign every 2 to 3 months, business partnerships with local companies, fitness gyms, etc, dedicated team and work friendly atmosphere. The store locations are as follows

- Subway, Penn Hills – 11667 Penn Hills Dr, Pgh PA 15235
- Subway Monroeville – 4145 William Penn Hwy, Monroeville PA 15146
- Subway Dravosburg – 751 Pgh-McKeesport Blvd, Dravosburg PA 15034
- Subway Glassport – Monongahela Ave (TO BE CONSTUCTED)
- Subway Dusquesne Village – Homeville Ave (TO BE CONSTUCTED)
- **GROCERY / C-STORES / GAS:** Bought and sold several convenience stores and gas stations. Currently operate multiple convenience stores with and without gas. Stores all have inventory tracking systems and theft monitoring systems. Managers in stores are paid in excess of one and a half times minimum wage.
- **BRANDING:** Developed and in the process of implementing proprietary “**THE HOT SPOT**” brand of stores. These stores will include food service consisting of breakfast, lunch and dinner items from Muffins and sandwiches to wraps, mini pizzas and chicken wings and will blend in with and C-store / gas station location.
- Have build stores from scratch and made them very successful by providing great customer service, solid operations and schrewed marketing. Have increase sales over 100% in stores after taking over.
- Well connected in the gas industry

ENGINEERING / TECHNICAL QUALIFICATIONS SUMMARY

- Co-authored over 11 technical engineering journal papers & have 3 patents filed and several process patents.
- Nine (9) years experience in engineering, engineering design, process optimization and reverse engineering.
- Penn State University, Adjunct Professor: Taught Mechanics of materials and weld distortion mitigation and control to Penn State students.
- Reverse Engineering & Engineering Software Development: Researched industry problem and lead the engineering and development of stand-alone software called MAGRIDE, simplifying the design alignments and geometry. Developed the process, engineering design and equations and the software specification report for writing the software. Managed and worked closely with various teams to implement the tool. Tool allowed one operator to perform a task at fraction of the time that had normally required a team of 5 to 7 operators.
- Technical Liaison: Responsible for developing and handling relationships between all engineering companies and vendors. Been the technical liaison between my company and outside vendors and partners.
- Design & Engineering Design Code Development: Reverse engineered the maglev guideway beam design and put together the design rules and equations governing the design. Validated equations with experimental data. Performed both Finite element analysis and beam theory analysis for beam design. Instrumental in the development of the first US Maglev design code. Suggested several maglev guideway designs with over 20% cost savings in material and fabrication costs, with possible savings of hundreds of millions of dollars for a 50 mile alignment.
- Manufacturing & Fabrication: Analysis and design for fabrication sequence and process for large 200 feet long maglev beams. Optimized the heat input and applied complex non-

linear FEA for selection. Experimental validation studies also performed on scaled down structure and results were extrapolated.

- Process Optimization: Created a detailed process flow design for engineering and fabrication process for the high-speed maglev system. Reduced total projected cost and the number of operators required by 30%.
- Technical Program Management: Headed the development of a new associated degree educational training program with Penn State University and the Community College of Allegheny County.
- Surveys & Focus Groups: Conducted industry focus group studies, survey's and meetings showcasing company's product and service offerings to increase customer base and obtain customer feedback to improve and enhance product.
- Mechanical & Structural Design: Experience in designing for static and dynamic loads. Performed Complex finite element analysis including thermal, structural, vibration, welding & heat treatment simulations.

EDUCATION

Carnegie Mellon University : Master of Science in Mechanical Engineering,
Aug'98 - Aug'2000. G.P.A.: 3.75 / 4.0.

Tepper School of Business, Carnegie Mellon University: Attended executive MBA business courses.

University of Madras (India): Bachelors Degree in Mechanical Engineering (Honors),
May '98. Percentage: 71% (Equivalent to GPA of 3.74 / 4.0).

WORK EXPERIENCE

Maglev Inc., McKeesport PA (2001 to 2006):

- Program Manager, Maglev Precision Manufacturing / Engineering Technology (PMT) Degree Program,
- Project Lead, Maglev Model Beam Program (Validation of Experimental results with Analytical Data):
- Project Manager & Design Engr. –Engineering Development from Concept to fully developed Product
- Project Manager: Process Optimization & Product Development:
- Project Lead & Design Engineer: Maglev Guideway Design & Engineering

Founder, President & CEO, JIYA Corporation. (2003-2005)

Founded an internet startup company in 2004. Took the concept to product and brought several customers to use the system. Located and built a core team consisting of top people from industry (existing VPs, Directors, project managers and university professors). Took the company to beta launch from scratch. Developed business plan, segmented market and identified first customers, negotiated very challenging deals, while keeping the cost low. Lead the business development and marketing efforts for the company. Developed numerous relationships and partnerships with businesses. Created various affiliate programs to drive customers through our site. Executed the project launch with a shoestring

budget. Currently the venture is reviewing investment options. Some accomplishments include:

- Analyzed, negotiated, and developed many significant strategic online & offline partnerships for a effective launch within a shoestring budget. Partnership companies include Prithvi Solutions, Inc., a leading international software development firm, NARI (national association for home remodeling), NAHB (National Home Builders Association), Pepper Law (Law firm), Realtors Association & more.
- Successful in negotiating several agreements including legal, intellectual property, software development, consulting services, vendor partnerships and more
- Determined value added tools and features that needed to be included in first release of the product from customer focus group studies and competitor analysis.
- Conducted Business and Consumer focus group studies to obtain valuable feedback.
- Obtained sweat equity funding from Carnegie Mellon MISM department. Convinced the department and students to use working for our company as a Master's level thesis project. Succeeded and obtained 5 graduate students on board full time for a semester. Met with graduate students weekly and bi-weekly to evaluate progress and ensure goals were being met on schedule.
- Developed marketing strategies and material, based on target audience.
- Built the advisory board that consisted of leading industry professionals, successful presidents and CEOs, venture capital partners and senior level management executives.
- Brought in first customers and business transactions.
- Created a unique brand with excellent customer service for our customers.
- Challenge was to launch product with a shoestring budget. Successfully accomplished the task.

PUBLICATIONS & PATENTS

Co-authored over 11 technical journal papers and presented at various leading industry conferences. 3 patents filed including: MAGRIDE software patent, Nodal Solutions Translator patent, service reverse auction patent, service forward auction patent. Some of the journal publications include:

- Prediction of Welding Distortion in the Maglev Beam Using Finite Element Analysis (Feb 2002)
- Large Scale Computing in Welding Application: Modeling distortion of the Maglev Beam - (Jan 2005)
- Evaluation of a Decoupled Plastic Method for Welding Distortion Prediction. Part II: (Feb 2005)
- Evaluation of a Decoupled Plastic Method for Welding Distortion Prediction. Part I: (March 2005)
- A Reduced Order Model for Evaluating the Effect of Rotational Speed on the Natural Frequencies and Mode Shapes of Blades - ASME Journal (Jan 2000)
- System identification in Turbine Blisks – (October 2000)

WINGHARTS

FINANCING ASSUMPTIONS						
		Amount	Interest rate plus service fee	# of years	Monthly D/S	Annual
Bank Loan	Loan 1	\$200,000	10.00%	7.0	\$3,320.24	\$39,843
Enterprise Zone Funding	Loan 2	\$200,000	3.00%	7.0	\$2,642.66	\$31,712
Total		\$400,000			Implicit interest rate	9.96%
		Initial Draw			Interest paid	\$24,708
	Line of Credit	\$0	10.50%	1.0	Debt redn	\$46,846
		(See Cash Flow Statements for additional draws)			Total	\$71,555
					Total shown on docs	

ANNUAL SALES ASSUMPTIONS						
	Year one	Year two	Year three			
Growth of Product 1		6.00%	6.00%			
Growth of Product 2		8.00%	10.00%			
Growth of Product 3		8.00%	10.00%			
Growth of Product 4		0.00%	0.50%			
Growth of Product 5		5.00%	5.00%			
Growth - Total Sales		6.99%	8.10%			
Bar Sales	\$1,200,000	\$1,272,000	\$1,348,320			
Food Sales	\$1,400,000	\$1,512,000	\$1,663,200			
Events& Other Sales	\$50,000	\$54,000	\$59,400			
Wingharts Prep Rent	\$36,000	\$36,000	\$36,180			
Misc	\$10,000	\$10,500	\$11,025			
TOTAL SALES	\$2,696,000	\$2,884,500	\$3,118,125			
COGS - Bar Sales	22.00%	10.50%	11.00%			
COGS - Food Sales	36.00%	36.00%	36.00%			
COGS - Events & other	5.00%	5.00%	5.00%			
COGS - Prep Rent	0.00%	0.00%	0.00%			
COGS - Misc	20.00%	20.00%	20.00%			
Note: Indicate whether sales are on cash basis or credit						
Seasonal Sales Schedule	Jul	Aug	Sep	Oct	Nov	Dec
	8.00%	8.00%	9.00%	10.00%	7.00%	7.00%
	Jan	Feb	Mar	Apr	May	Jun
	8.00%	9.00%	10.00%	10.00%	7.00%	7.00%
						Sum = 100.00%

EXPENSE ASSUMPTIONS						
	Year 1 Year one	Year 2 Year two	Year 3 Year three			
Growth of Operating Expenses		5.00%	5.00%			
Wages	\$85,000	\$89,250	\$93,713	per month		
Payroll Taxes	12.00%	12.00%	12.00%			
Rent + NNN	\$0	\$0	\$0	per month		
Credit Card Charges	\$5,000	\$5,250	\$5,513	per month		
Cable & Internet	\$300	\$315	\$331	per month		
Garbage/Dumpster	\$200	\$210	\$221	per month		
Insurance	\$1,000	\$1,050	\$1,103	per month		
Misc. + Advertising	\$1,000	\$1,050	\$1,103	per month	Payroll Taxes	122,400.00
Repairs/Maintenance	\$1,500	\$1,575	\$1,654	per month		
Security	\$1,600	\$1,680	\$1,764	per month		
Supplies(off. and operation)	\$100	\$105	\$110	per month		
Taxes(real estate etc.)	\$1,100	\$1,155	\$1,213	per month		
Telephone	\$250	\$263	\$276	per month		
Utilities	\$5,000	\$5,250	\$5,513	per month		
MISC & Other Expenses	\$2,000	\$2,100	\$2,205	per month		
Tax Expense	0.00%	0.00%	0.00%			
Capital Expenditures	Year one	Year two	Year three			
Furniture, Fixtures & Equipment		0				
Property, Plant & Equipment/Leaseholds	200,000	0	0			
Goodwill	0	0	0			
Furniture, Fixtures & Equipment depreciate straight line over 10 years.						
Property, Plant & Equipment/Leaseholds depreciate to zero at straight line over 39 years.						
Goodwill depreciates to zero at straight line over 15 years.						

WINGHARTS Pro Forma Balance Sheet

	<u>1-Jul-14</u>	<u>2-Jul-15</u>	<u>1-Jul-16</u>	<u>1-Jul-17</u>
Assets				
Cash	\$25,000	\$432,369	\$1,123,084	\$1,905,885
Accounts Receivable	\$0	\$0	\$0	\$0
Inventory	\$50,000	\$50,000	\$50,000	\$50,000
Prepaid Expenses	\$0	\$0	\$0	\$0
Other Current Assets	\$0	\$0	\$0	\$0
Total Current Assets	<u>\$75,000</u>	<u>\$482,369</u>	<u>\$1,173,084</u>	<u>\$1,955,885</u>
Property, Plant & Equipment	\$700,000	\$700,000	\$700,000	\$700,000
Leasehold Improvements	\$0	\$0	\$0	\$0
Furniture, Fixtures & Equipment	\$60,000	\$60,000	\$60,000	\$60,000
Goodwill	\$0	\$0	\$0	\$0
Other Fixed Assets (Liquor License)	\$40,000	\$40,000	\$40,000	\$40,000
Less: Accum.Depr. & Amortz.	\$0	\$3,000	\$6,150	\$9,458
Total Fixed Assets	<u>\$800,000</u>	<u>\$797,000</u>	<u>\$793,850</u>	<u>\$790,543</u>
Other Assets 1	\$0	\$0	\$0	\$0
Other Assets 2	\$0	\$0	\$0	\$0
Other Assets 3	\$0	\$0	\$0	\$0
Total Assets	<u>\$875,000</u>	<u>\$1,279,369</u>	<u>\$1,966,934</u>	<u>\$2,746,428</u>
Liabilities				
Accounts Payable	\$0	\$0	\$0	\$0
Notes Payable - Bank Line of Credit	\$0	\$0	\$0	\$0
Loans Payable (Current)	\$20,778	\$49,815	\$53,036	\$56,533
Shareholder Notes	\$0	\$0	\$0	\$0
Accrued Expenses	\$0	\$0	\$0	\$0
Other Current Liabilities	\$0	\$0	\$0	\$0
Total Current Liabilities	<u>\$20,778</u>	<u>\$49,815</u>	<u>\$53,036</u>	<u>\$56,533</u>
Loans Payable (Non-Current)	\$353,154	\$303,338	\$250,303	\$193,770
Shareholder Notes	\$0	\$0	\$0	\$0
Other non current liabilities	\$0	\$0	\$0	\$0
Total Non Current Liabilities	<u>\$353,154</u>	<u>\$303,338</u>	<u>\$250,303</u>	<u>\$193,770</u>
Total Liabilities	<u>\$373,932</u>	<u>\$353,154</u>	<u>\$303,338</u>	<u>\$250,303</u>
Equity				
Owner's Equity	\$501,068	\$926,216	\$1,663,596	\$2,496,125
Total Liabilities and Equity	<u>\$875,000</u>	<u>\$1,279,369</u>	<u>\$1,966,934</u>	<u>\$2,746,428</u>

WINGHARTS
Projected Income Statement Year 1
Jul-14 Jun-15

	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Total
Bar Sales	\$96,000	\$96,000	\$108,000	\$120,000	\$84,000	\$84,000	\$96,000	\$108,000	\$120,000	\$120,000	\$84,000	\$84,000	\$1,200,000
Food Sales	\$112,000	\$112,000	\$126,000	\$140,000	\$98,000	\$98,000	\$112,000	\$126,000	\$140,000	\$140,000	\$98,000	\$98,000	\$1,400,000
Events & Other Sales	\$4,000	\$4,000	\$4,500	\$5,000	\$3,500	\$3,500	\$4,000	\$4,500	\$5,000	\$5,000	\$3,500	\$3,500	\$50,000
Wingharts Prep Rent	\$2,880	\$2,880	\$3,240	\$3,600	\$2,520	\$2,520	\$2,880	\$3,240	\$3,600	\$3,600	\$2,520	\$2,520	\$36,000
Misc	\$800	\$800	\$900	\$1,000	\$700	\$700	\$800	\$900	\$1,000	\$1,000	\$700	\$700	\$10,000
Total Sales	\$215,680	\$215,680	\$242,640	\$269,600	\$188,720	\$188,720	\$215,680	\$242,640	\$269,600	\$269,600	\$188,720	\$188,720	\$2,696,000
COGS - Bar Sales	\$21,120	\$21,120	\$23,760	\$26,400	\$18,480	\$18,480	\$21,120	\$23,760	\$26,400	\$26,400	\$18,480	\$18,480	\$264,000
COGS - Food Sales	\$40,320	\$40,320	\$45,360	\$50,400	\$35,280	\$35,280	\$40,320	\$45,360	\$50,400	\$50,400	\$35,280	\$35,280	\$504,000
COGS - Events & other	\$200	\$200	\$225	\$250	\$175	\$175	\$200	\$225	\$250	\$250	\$175	\$175	\$2,500
COGS - Prep Rent	\$576	\$576	\$648	\$720	\$504	\$504	\$576	\$648	\$720	\$720	\$504	\$504	\$6,720
COGS - Misc	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total COGS	\$62,216	\$61,640	\$69,345	\$77,050	\$53,935	\$53,935	\$61,640	\$69,345	\$77,050	\$77,050	\$53,935	\$53,935	\$771,025
Gross Profit	\$153,464	\$154,040	\$173,295	\$192,550	\$134,785	\$134,785	\$154,040	\$173,295	\$192,550	\$192,550	\$134,785	\$134,785	\$1,924,975
Less: Operating Expenses													
Wages	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$1,020,000
Payroll Taxes	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$122,400
Rent + NNN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Charges	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Cable & Internet	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
Garbage/Dumpster	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Insurance	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Misc. + Advertising	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Repairs/Maintenance	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000
Security	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$19,200
Supplies(off. and operation)	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Taxes(real estate etc.)	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$13,200
Telephone	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
Utilities	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
MISC & Other Expenses	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Total Operating Expenses	\$114,250	\$114,250	\$114,250	\$114,250	\$114,250	\$114,250	\$114,250	\$114,250	\$114,250	\$114,250	\$114,250	\$114,250	\$1,371,000
Operating Profit (Loss)	\$39,214	\$39,790	\$59,045	\$78,300	\$20,535	\$20,535	\$39,790	\$59,045	\$78,300	\$78,300	\$20,535	\$20,535	\$553,924
EBIT	\$39,214	\$39,790	\$59,045	\$78,300	\$20,535	\$20,535	\$39,790	\$59,045	\$78,300	\$78,300	\$20,535	\$20,535	\$553,924
Other Income (Expenses)													
Interest	(\$2,167)	(\$2,148)	(\$2,128)	(\$2,109)	(\$2,089)	(\$2,070)	(\$2,050)	(\$2,030)	(\$2,010)	(\$1,990)	(\$1,969)	(\$1,949)	(\$24,708)
Pre Tax Profit	\$37,047	\$37,642	\$56,917	\$76,191	\$18,446	\$18,465	\$37,740	\$57,015	\$76,290	\$76,310	\$18,566	\$18,586	\$529,216
Tax Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$37,047	\$37,642	\$56,917	\$76,191	\$18,446	\$18,465	\$37,740	\$57,015	\$76,290	\$76,310	\$18,566	\$18,586	\$529,216

WINGHARTS
Projected Income Statement Year 2
Jul-15 Jun-16

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Bar Sales	\$101,760	\$101,760	\$114,480	\$127,200	\$99,040	\$89,040	\$101,760	\$114,480	\$127,200	\$127,200	\$89,040	\$89,040	\$1,272,000
Food Sales	\$120,960	\$120,960	\$136,080	\$151,200	\$105,840	\$105,840	\$120,960	\$136,080	\$151,200	\$151,200	\$105,840	\$105,840	\$1,512,000
Events & Other Sales	\$4,320	\$4,320	\$4,860	\$5,400	\$3,780	\$3,780	\$4,320	\$4,860	\$5,400	\$5,400	\$3,780	\$3,780	\$54,000
Wingharts Prep Rent	\$2,880	\$2,880	\$3,240	\$3,600	\$2,520	\$2,520	\$2,880	\$3,240	\$3,600	\$3,600	\$2,520	\$2,520	\$36,000
Misc	\$840	\$840	\$945	\$1,050	\$735	\$735	\$840	\$945	\$1,050	\$1,050	\$735	\$735	\$10,500
Total Sales	\$230,760	\$230,760	\$259,605	\$288,450	\$201,915	\$201,915	\$230,760	\$259,605	\$288,450	\$288,450	\$201,915	\$201,915	\$2,884,500
COGS - Bar Sales	\$10,685	\$10,685	\$12,020	\$13,356	\$9,349	\$9,349	\$10,685	\$12,020	\$13,356	\$13,356	\$9,349	\$9,349	\$133,560
COGS - Food Sales	\$43,546	\$43,546	\$48,989	\$54,432	\$38,102	\$38,102	\$43,546	\$48,989	\$54,432	\$54,432	\$38,102	\$38,102	\$544,320
COGS - Events & other	\$216	\$216	\$243	\$270	\$189	\$189	\$216	\$243	\$270	\$270	\$189	\$189	\$2,700
COGS - Prep Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COGS - Misc	\$168	\$168	\$189	\$210	\$147	\$147	\$168	\$189	\$210	\$210	\$147	\$147	\$2,100
Total COGS	\$54,614	\$54,614	\$61,441	\$68,268	\$47,788	\$47,788	\$54,614	\$61,441	\$68,268	\$68,268	\$47,788	\$47,788	\$682,680
Gross Profit	\$176,146	\$176,146	\$198,164	\$220,182	\$154,127	\$154,127	\$176,146	\$198,164	\$220,182	\$220,182	\$154,127	\$154,127	\$2,201,820
Less: Operating Expenses													
Wages	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$1,071,000
Payroll Taxes	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$128,520
Rent + NNN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Charges	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$63,000
Cable & Internet	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$3,780
Garbage/Dumpster	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$2,520
Insurance	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$12,600
Misc. + Advertising	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$12,600
Repairs/Maintenance	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$18,900
Security	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$20,160
Supplies(off. and operation)	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$1,260
Taxes(real estate etc.)	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$13,860
Telephone	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$3,159
Utilities	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$63,000
MISC & Other Expenses	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$25,200
Total Operating Expenses	\$119,963	\$119,963	\$119,963	\$119,963	\$119,963	\$119,963	\$119,963	\$119,963	\$119,963	\$119,963	\$119,963	\$119,963	\$1,439,550
Operating Profit (Loss)	\$56,183	\$56,183	\$78,201	\$100,220	\$34,165	\$34,165	\$56,183	\$78,201	\$100,220	\$100,220	\$34,165	\$34,165	\$762,270
EBIT	\$56,183	\$56,183	\$78,201	\$100,220	\$34,165	\$34,165	\$56,183	\$78,201	\$100,220	\$100,220	\$34,165	\$34,165	\$762,270
Other Income (Expenses)													
Interest	(\$1,928)	(\$1,308)	(\$1,887)	(\$1,866)	(\$1,845)	(\$1,823)	(\$1,802)	(\$1,780)	(\$1,758)	(\$1,737)	(\$1,714)	(\$1,692)	(\$21,740)
Pre Tax Profit	\$54,255	\$54,275	\$76,315	\$98,354	\$32,320	\$32,342	\$54,381	\$76,421	\$98,461	\$98,483	\$32,450	\$32,473	\$740,530
Tax Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$54,255	\$54,275	\$76,315	\$98,354	\$32,320	\$32,342	\$54,381	\$76,421	\$98,461	\$98,483	\$32,450	\$32,473	\$740,530

WINGHARTS
Projected Income Statement Year 3
Jun-17

Jul-16

	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
Bar Sales	\$107,866	\$107,866	\$121,349	\$134,832	\$94,382	\$94,382	\$107,866	\$121,349	\$134,832	\$134,832	\$94,382	\$94,382	\$1,348,320
Food Sales	\$133,056	\$133,056	\$149,688	\$166,320	\$116,424	\$116,424	\$133,056	\$149,688	\$166,320	\$166,320	\$116,424	\$116,424	\$1,663,200
Events & Other Sales	\$4,752	\$4,752	\$5,940	\$5,940	\$4,158	\$4,158	\$4,752	\$5,940	\$5,940	\$5,940	\$4,158	\$4,158	\$59,400
Wingharts Prep Rent	\$2,894	\$2,894	\$3,256	\$3,618	\$2,533	\$2,533	\$2,894	\$3,256	\$3,618	\$3,618	\$2,533	\$2,533	\$39,400
Misc	\$882	\$882	\$992	\$1,103	\$772	\$772	\$882	\$992	\$1,103	\$1,103	\$772	\$772	\$11,025
Total Sales	\$249,450	\$249,450	\$280,631	\$311,813	\$218,269	\$218,269	\$249,450	\$280,631	\$311,813	\$311,813	\$218,269	\$218,269	\$3,118,125
COGS - Bar Sales	\$11,865	\$11,865	\$13,348	\$14,832	\$10,382	\$10,382	\$11,865	\$13,348	\$14,832	\$14,832	\$10,382	\$10,382	\$148,315
COGS - Food Sales	\$47,900	\$47,900	\$53,888	\$59,875	\$41,913	\$41,913	\$47,900	\$53,888	\$59,875	\$59,875	\$41,913	\$41,913	\$598,752
COGS - Events & other	\$238	\$238	\$267	\$297	\$208	\$208	\$238	\$267	\$297	\$297	\$208	\$208	\$2,970
COGS - Prep Rent	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
COGS - Misc	\$176	\$176	\$198	\$221	\$154	\$154	\$176	\$198	\$221	\$221	\$154	\$154	\$2,205
Total COGS	\$60,179	\$60,179	\$67,702	\$75,224	\$52,657	\$52,657	\$60,179	\$67,702	\$75,224	\$75,224	\$52,657	\$52,657	\$752,244
Gross Profit	\$189,271	\$189,271	\$212,929	\$236,588	\$165,612	\$165,612	\$189,271	\$212,929	\$236,588	\$236,588	\$165,612	\$165,612	\$2,365,881
Less: Operating Expenses													
Wages	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$1,124,550
Payroll Taxes	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$134,946
Rent + NNN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Charges	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$66,150
Cable & Internet	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$3,969
Garbage/Dumpster	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$2,646
Insurance	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$13,230
Misc. + Advertising	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$13,230
Repairs/Maintenance	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$19,845
Security	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$21,168
Supplies(off. and operation)	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$1,323
Taxes(real estate etc.)	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$14,553
Telephone	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$3,308
Utilities	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$66,150
MISC & Other Expenses	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$26,480
Total Operating Expenses	\$125,961	\$125,961	\$125,961	\$125,961	\$125,961	\$125,961	\$125,961	\$125,961	\$125,961	\$125,961	\$125,961	\$125,961	\$1,511,528
Operating Profit (Loss)	\$63,310	\$63,310	\$86,969	\$110,628	\$39,651	\$39,651	\$63,310	\$86,969	\$110,628	\$110,628	\$39,651	\$39,651	\$854,355
EBIT	\$63,310	\$63,310	\$86,969	\$110,628	\$39,651	\$39,651	\$63,310	\$86,969	\$110,628	\$110,628	\$39,651	\$39,651	\$854,355
Other Income (Expenses)													
Interest	(\$1,670)	(\$1,647)	(\$1,625)	(\$1,602)	(\$1,579)	(\$1,556)	(\$1,533)	(\$1,509)	(\$1,485)	(\$1,462)	(\$1,438)	(\$1,414)	(\$18,519)
Pre Tax Profit	\$61,640	\$61,663	\$85,344	\$109,026	\$38,072	\$38,095	\$61,777	\$85,460	\$109,142	\$109,166	\$38,213	\$38,237	\$835,836
Tax Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Profit	\$61,640	\$61,663	\$85,344	\$109,026	\$38,072	\$38,095	\$61,777	\$85,460	\$109,142	\$109,166	\$38,213	\$38,237	\$835,836

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WINGHARTS
CASH FLOW PROJECTION -YEAR 1
Jul-14 Jun-15

	Pre-Start-up Position	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Total
CASH ON HAND (Beginning of Month) 1														
CASH RECEIPTS	0													
Bar Sales		\$96,000	\$96,000	\$108,000	\$120,000	\$84,000	\$84,000	\$96,000	\$108,000	\$120,000	\$120,000	\$84,000	\$84,000	\$2,307,628
Food Sales		\$112,000	\$112,000	\$126,000	\$140,000	\$98,000	\$98,000	\$112,000	\$126,000	\$140,000	\$140,000	\$98,000	\$98,000	\$1,200,000
Events & Other Sales		\$4,000	\$4,000	\$4,500	\$5,000	\$3,500	\$3,500	\$4,000	\$4,500	\$5,000	\$5,000	\$3,500	\$3,500	\$1,400,000
Wingharts Prep Rent		\$2,880	\$2,880	\$3,240	\$3,600	\$2,520	\$2,520	\$2,880	\$3,240	\$3,600	\$3,600	\$2,520	\$2,520	\$50,000
Misc		\$800	\$800	\$900	\$1,000	\$700	\$700	\$800	\$900	\$1,000	\$1,000	\$700	\$700	\$36,000
Line of Credit Draws														\$10,000
Vendor Credit														\$0
Loan &/or other Cash Injection														\$0
TOTAL CASH RECEIPTS		\$200,000	\$200,000	\$242,640	\$269,600	\$188,720	\$188,720	\$215,680	\$242,640	\$269,600	\$269,600	\$188,720	\$188,720	\$2,396,000
TOTAL CASH AVAILABLE		\$400,000	\$198,931	\$259,718	\$339,760	\$331,217	\$345,790	\$387,322	\$448,109	\$528,151	\$600,488	\$591,945	\$606,517	\$5,203,628
CASH PAID OUT	0													
Cost of Goods Sold		\$62,216	\$61,640	\$69,345	\$77,050	\$53,935	\$53,935	\$61,640	\$69,345	\$77,050	\$77,050	\$53,935	\$53,935	\$771,076
Less: Operating Expenses														
Wages		\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$85,000	\$1,020,000
Payroll Taxes		\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$122,400
Rent + NNN		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Charges		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Cable & Internet		\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
Garbage/Dumpster		\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Insurance		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Misc. + Advertising		\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$18,000
Repairs/Maintenance		\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$19,200
Security		\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Supplies(off. and operation)		\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100	\$13,200
Taxes(real estate etc.)		\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
Telephone		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
Utilities		\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
MISC & Other Expenses		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Tax Expense		\$2,167	\$2,148	\$2,128	\$2,109	\$2,089	\$2,070	\$2,050	\$2,030	\$2,010	\$1,990	\$1,969	\$1,949	\$24,708
Interest														
Subtotal		\$0	\$178,633	\$185,723	\$193,409	\$170,274	\$170,255	\$177,940	\$185,625	\$193,310	\$193,290	\$170,154	\$170,134	\$2,166,784
Loan Principal Payment		\$0	\$3,796	\$3,835	\$3,854	\$3,874	\$3,893	\$3,913	\$3,933	\$3,953	\$3,973	\$3,993	\$4,014	\$46,846
Line of Credit Repayment		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Investors Bank First Mortgage		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$2,400,000
Enterprise Zone Funding 2nd lien		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$600,000
Wingharts Investment Income		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shareholder Draws		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Working Capital		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL CASH PAID OUT		\$450,000	\$182,429	\$189,558	\$197,263	\$174,148	\$174,148	\$181,853	\$185,558	\$197,263	\$197,263	\$174,148	\$174,148	\$2,663,631
CASH POSITION			(\$16,749)	\$70,160	\$142,497	\$157,070	\$171,642	\$205,469	\$258,551	\$330,888	\$403,225	\$417,797	\$432,369	

WINGHARTS
CASH FLOW PROJECTION -YEAR 2
Jul-15 Jun-16

	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
CASH ON HAND (Beginning of Month) 1													
CASH RECEIPTS													
Bar Sales	\$432,369	\$482,589	\$532,810	\$605,048	\$699,305	\$727,507	\$755,709	\$805,929	\$878,167	\$972,424	\$1,066,680	\$1,094,882	\$9,053,419
Food Sales	\$101,760	\$101,760	\$114,480	\$127,200	\$89,040	\$89,040	\$101,760	\$114,480	\$127,200	\$127,200	\$89,040	\$89,040	\$1,272,000
Events & Other Sales	\$120,960	\$120,960	\$136,080	\$151,200	\$105,840	\$105,840	\$120,960	\$136,080	\$151,200	\$151,200	\$105,840	\$105,840	\$1,512,000
Wingharts Prep Rent	\$4,320	\$4,320	\$4,860	\$5,400	\$3,780	\$3,780	\$4,320	\$4,860	\$5,400	\$5,400	\$3,780	\$3,780	\$54,000
Misc	\$2,880	\$2,880	\$3,240	\$3,600	\$2,520	\$2,520	\$2,880	\$3,240	\$3,600	\$3,600	\$2,520	\$2,520	\$36,000
Line of Credit	\$840	\$840	\$945	\$1,050	\$735	\$735	\$840	\$945	\$1,050	\$1,050	\$735	\$735	\$10,500
Vendor Credit													\$0
Loan &/or other Cash Injection													\$0
TOTAL CASH RECEIPTS	\$230,760	\$230,760	\$259,605	\$288,450	\$201,915	\$201,915	\$230,760	\$259,605	\$288,450	\$288,450	\$201,915	\$201,915	\$2,884,500
TOTAL CASH AVAILABLE	\$663,129	\$713,349	\$792,415	\$893,498	\$901,220	\$929,422	\$988,469	\$1,065,534	\$1,166,617	\$1,260,874	\$1,268,595	\$1,296,797	\$11,937,919
CASH PAID OUT													
Cost of Goods Sold	\$54,614	\$54,614	\$61,441	\$68,268	\$47,788	\$47,788	\$54,614	\$61,441	\$68,268	\$68,268	\$47,788	\$47,788	\$682,680
Less: Operating Expenses													
Wages	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$89,250	\$1,071,000
Payroll Taxes	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$10,710	\$128,520
Rent + NNN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Charges	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$63,000
Cable & Internet	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$315	\$3,780
Garbage/Dumpster	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$210	\$2,520
Insurance	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$12,600
Misc. + Advertising	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$12,600
Repairs/Maintenance	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$1,575	\$18,900
Security	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$1,680	\$20,160
Supplies(off. and operation)	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$1,260
Taxes (real estate etc.)	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$1,155	\$13,860
Telephone	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$263	\$3,150
Utilities	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$63,000
MISC & Other Expenses	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$25,200
Interest	\$1,928	\$1,908	\$1,887	\$1,866	\$1,845	\$1,823	\$1,802	\$1,780	\$1,758	\$1,737	\$1,714	\$1,692	\$21,740
Subtotal	\$176,505	\$176,485	\$183,290	\$190,096	\$169,595	\$169,573	\$176,379	\$183,184	\$189,369	\$189,957	\$169,465	\$169,442	\$2,143,970
Loan Principal Payment	\$4,035	\$4,055	\$4,076	\$4,097	\$4,118	\$4,140	\$4,161	\$4,183	\$4,204	\$4,226	\$4,248	\$4,271	\$49,815
Line of Credit Repayment													
Investors Bank First Mortgage													
Enterprise Zone Funding 2nd lien													
Wingharts Investment Income													
Shareholder Draws													
Working Capital													
TOTAL CASH PAID OUT	\$180,540	\$180,540	\$187,367	\$194,193	\$173,713	\$173,713	\$180,540	\$187,367	\$194,193	\$194,193	\$173,713	\$173,713	\$2,193,785
CASH POSITION	\$482,589	\$532,810	\$605,048	\$699,305	\$727,507	\$755,709	\$805,929	\$878,167	\$972,424	\$1,066,680	\$1,094,882	\$1,123,084	\$2,193,785

WINGHARTS
CASH FLOW PROJECTION - YEAR 3
Jul-16 Jun-17

	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
CASH ON HAND (Beginning of Month) 1	\$1,123,084	\$1,180,432	\$1,237,779	\$1,318,785	\$1,423,449	\$1,457,138	\$1,490,826	\$1,548,173	\$1,629,179	\$1,733,844	\$1,838,508	\$1,872,197	\$17,853,393
CASH RECEIPTS													
Bar Sales	\$107,866	\$107,866	\$121,349	\$134,832	\$94,382	\$94,382	\$107,866	\$121,349	\$134,832	\$134,832	\$94,382	\$94,382	\$1,348,320
Food Sales	\$133,056	\$133,056	\$149,688	\$166,320	\$116,424	\$116,424	\$133,056	\$149,688	\$166,320	\$166,320	\$116,424	\$116,424	\$1,663,200
Events & Other Sales	\$4,752	\$4,752	\$5,346	\$5,940	\$4,158	\$4,158	\$5,346	\$5,940	\$5,940	\$5,940	\$4,158	\$4,158	\$59,400
Wingharts Prep Rent	\$2,894	\$2,894	\$3,256	\$3,618	\$2,533	\$2,533	\$2,894	\$3,256	\$3,618	\$3,618	\$2,533	\$2,533	\$36,180
Misc	\$882	\$882	\$992	\$1,103	\$772	\$772	\$882	\$992	\$1,103	\$1,103	\$772	\$772	\$11,025
Line of Credit													\$0
Vendor Credit													\$0
Loan &/or other Cash Injection													\$0
TOTAL CASH RECEIPTS	\$249,450	\$249,450	\$280,631	\$311,813	\$218,269	\$218,269	\$249,450	\$280,631	\$311,813	\$311,813	\$218,269	\$218,269	\$3,118,128
TOTAL CASH AVAILABLE	\$1,372,534	\$1,429,882	\$1,518,410	\$1,630,597	\$1,641,718	\$1,675,406	\$1,740,276	\$1,828,804	\$1,940,991	\$2,045,656	\$2,056,777	\$2,090,465	\$20,971,518
CASH PAID OUT													
Cost of Goods Sold	\$60,179	\$60,179	\$67,702	\$75,224	\$52,657	\$52,657	\$60,179	\$67,702	\$75,224	\$75,224	\$52,657	\$52,657	\$752,242
Less: Operating Expenses													
Wages	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$93,713	\$1,124,550
Payroll Taxes	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$11,246	\$134,948
Rent + NNN	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Credit Card Charges	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$66,150
Cable & Internet	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$331	\$3,969
Garbage/Dumpster	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$221	\$2,646
Insurance	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$13,230
Misc. + Advertising	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$1,103	\$13,230
Repairs/Maintenance	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$1,654	\$19,845
Security	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$1,764	\$21,168
Supplies(off. and operation)	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$1,323
Taxes(real estate etc.)	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$14,553
Telephone	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$276	\$3,308
Utilities	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$5,513	\$66,150
MISC & Other Expenses	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$2,205	\$26,460
Interest	\$1,670	\$1,647	\$1,625	\$1,602	\$1,579	\$1,556	\$1,533	\$1,509	\$1,485	\$1,462	\$1,438	\$1,414	\$18,519
Subtotal	\$187,810	\$187,787	\$195,287	\$202,787	\$180,197	\$180,173	\$187,673	\$195,172	\$202,670	\$202,647	\$180,055	\$180,031	\$2,282,289
Loan Principal Payment	\$4,293	\$4,315	\$4,338	\$4,361	\$4,384	\$4,407	\$4,430	\$4,454	\$4,477	\$4,501	\$4,525	\$4,549	\$53,036
Line of Credit Repayment													\$0
Investors Bank First Mortgage													\$0
Enterprise Zone Funding 2nd lien													\$0
Wingharts Investment Income													\$0
Shareholder Draws													\$0
Working Capital													\$0
TOTAL CASH PAID OUT	\$192,103	\$192,103	\$199,625	\$207,148	\$184,580	\$184,580	\$192,103	\$199,625	\$207,148	\$207,148	\$184,580	\$184,580	\$2,335,324
CASH POSITION	\$1,180,432	\$1,237,779	\$1,318,785	\$1,423,449	\$1,457,138	\$1,490,826	\$1,548,173	\$1,629,179	\$1,733,844	\$1,838,508	\$1,872,197	\$1,905,885	\$18,636,194

WINGHARTS

INCOME STATEMENT ANALYSIS

	<u>FY 2015</u>		<u>FY 2016</u>		<u>FY 2017</u>	
Bar Sales	\$1,200,000	44.5%	\$1,272,000	44.1%	\$1,348,320	43.2%
Food Sales	\$1,400,000	51.9%	\$1,512,000	52.4%	\$1,663,200	53.3%
Events& Other Sales	\$50,000	1.9%	\$54,000	1.9%	\$59,400	1.9%
Wingharts Prep Rent	\$36,000	1.3%	\$36,000	1.2%	\$36,180	1.2%
Misc	\$10,000	0.4%	\$10,500	0.4%	\$11,025	0.4%
Total Sales	\$2,696,000	100.0%	\$2,884,500	100.0%	\$3,118,125	100.0%
COGS						
COGS - Bar Sales	\$264,000	9.8%	\$133,560	4.6%	\$148,315	4.8%
COGS - Food Sales	\$504,000	18.7%	\$544,320	18.9%	\$598,752	19.2%
COGS - Events & other	\$2,500	0.1%	\$2,700	0.1%	\$2,970	0.1%
COGS - Prep Rent	\$576	0.0%	\$0	0.0%	\$0	0.0%
COGS - Misc	\$0	0.0%	\$2,100	0.1%	\$2,205	0.1%
Total COGS	\$771,076	28.6%	\$682,680	23.7%	\$752,242	24.1%
Gross Profit	\$1,924,924	71.4%	\$2,201,820	76.3%	\$2,365,883	75.9%
Less: Operating Expenses						
Wages	\$1,020,000	37.8%	\$1,071,000	37%	\$1,124,550	36%
Payroll Taxes	\$122,400	4.5%	\$128,520	4%	\$134,946	4%
Rent + NNN	\$0	0.0%	\$0	0%	\$0	0%
Credit Card Charges	\$60,000	2.2%	\$63,000	2%	\$66,150	2%
Cable & Internet	\$3,600	0.1%	\$3,780	0%	\$3,969	0%
Garbage/Dumpster	\$2,400	0.1%	\$2,520	0%	\$2,646	0%
Insurance	\$12,000	0.4%	\$12,600	0%	\$13,230	0%
Misc. + Advertising	\$12,000	0.4%	\$12,600	0%	\$13,230	0%
Repairs/Maintenance	\$18,000	0.7%	\$18,900	1%	\$19,845	1%
Security	\$19,200	0.7%	\$20,160	1%	\$21,168	1%
Supplies(off. and operation)	\$1,200	0.0%	\$1,260	0%	\$1,323	0%
Taxes(real estate etc.)	\$13,200	0.5%	\$13,860	0%	\$14,553	0%
Telephone	\$3,000	0.1%	\$3,150	0%	\$3,308	0%
Utilities	\$60,000	2.2%	\$63,000	2%	\$66,150	2%
MISC & Other Expenses	\$24,000	0.9%	\$25,200	1%	\$26,460	1%
Total Operating Expenses	\$1,371,000	50.9%	\$1,439,550	49.9%	\$1,511,528	48.5%
Operating Profit (Loss)	\$553,924	20.5%	\$762,270	26.4%	\$854,355	27.4%
Other Income (Expenses)						
Interest	(\$24,708)	-0.9%	(\$21,740)	-0.8%	(\$18,519)	-0.6%
Pre Tax Profit	\$529,216	19.6%	\$740,530	25.7%	\$835,836	26.8%
Tax Expense	\$0	0.0%	\$0	0.0%	\$0	0.0%
Net Profit	\$529,216	19.6%	\$740,530	25.7%	\$835,836	26.8%

CASH-FLOW ANALYSIS

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
Ending balance	\$432,369	\$1,123,084	\$1,905,885
Minimum balance	(\$50,000)	\$482,589	\$1,180,432
Maximum balance	\$432,369	\$1,123,084	\$1,905,885

BREAK-EVEN ANALYSIS

Break-Even Total Sales: \$1,920,188

computed by goal seek or backsolving sales to equal

City of McKeesport

201 Lysle Boulevard
McKeesport, PA 15132

APPLICATION FOR NON-RESIDENTIAL OCCUPANCY CERTIFICATE

Shaded areas to be completed by applicant.

PROPERTY ADDRESS: 623 LONG RUN DR. McKeesport PA 15232BUSINESS OWNER HOME ADDRESS: 5 MARKET SQ, PEN PA 15222BUSINESS OWNER HOME PHONE: 412 607 7675 BUSINESS PHONE #:BUSINESS NAME: MAYA RESTAURANTS INC NATURE OF BUSINESS: RESTAURANTPROPERTY OWNER: MAYA RESTAURANTS INCOWNER HOME ADDRESS: 623 LONG RUN RD MCKEESPORT PA 15232OWNER HOME PHONE #: 412 607 7675 OWNER BUSINESS PHONE #:

Application is hereby made for permission to occupy the premises above described for the purpose herein stated. If such use complies with provisions of all laws and ordinances, and certificate of occupancy is used, it is understood by the applicant that the said certificate will authorize only the use stated in this application and that such use may not legally be extended or changed without authorization in a new certificate of occupancy.

DATE: 1-14-2016

SIGNATURE OF APPLICANT

PRINT APPLICANT NAME

CONSTRUCTION OF BUILDING: STONE / CONCRETE NO. OF STORIES: 1 1/2

PRESENT OCCUPANCY: PRESENT ZONING:

LEGALLY EXISTING NON-COMFORMING BUILDING:

LEGALLY EXISTING NON-COMFORMING USE: RESTAURANT & BAR

VARIANCE APPLIED FOR (if applicable) DATE ACCEPTED:

This is to certify that MAYA RESTAURANTS INC is in compliance with the Building Code of the City of McKeesport and is permitted to occupy said premises or buildings for purpose as stated in this application.

Inspection Date: 1-13-16 Certificate Number: Issue Date: 1-14-16Inspected by: [Signature]
Building Inspector

Fire Chief

Notes: * call for re-inspection to verify recharging of fire extinguishers

This is to certify that _____ is fully registered with the Finance Office of the City of McKeesport for all taxes, fees, and services therein provided.

Signature

Title

Date

EXHIBIT 3



WILSON BAUM REAL ESTATE
314 Long Run Road, McKeesport, PA 15132
Phone: 412-751-2200 Facsimile: 412-751-2207
www.HowardHannaWilsonBaum.com

June 16, 2014

Chuck Starrett

RE: Market Value Opinion
623 Long Run Road, McKeesport, PA 15132

Hi Chuck,

I have used the capitalization of net income approach to render an opinion of value. I could not find any comparable sales in a one to two mile radius, therefore the income approach.

In arriving at the income approach valuation I imputed the rental income as if the property was purchased as an investment property and not owner occupied with a business, unless he paid rent as well. Business income in owner occupied would not be considered.

I have used the McKeesport area per square foot rental rate of \$6.00 per square foot. This building is 38,000 square feet considering first level, second level and finished small lower level.

Therefore, I have determined the following:

Annual Income (\$19,000 per month)	\$228,000
Annual Expenses	
Trash / Dumpster	\$ 24,000
Insurance	12,000
Maintenance / Repairs	18,000
Security	19,200
Real Estate Taxes	13,200
Utilities	60,000
Miscellaneous & other expenses	<u>24,000</u>
Total	<u>148,800</u>
Net Annual Income	<u>\$ 79,200</u>

Using the McKeesport Capitalization rate of 11%

The investment income market value opinion is \$720,000



"Independently Owned and Operated"

The building has not been in service for many years, which therefore may require fairly extensive remodeling and repair expenses. The location is on PA Route 48, which is a four lane road providing good access for the public. The property is across from the Olympia Shopping Center and close by residential areas. I considered all of the positive advantages and other uses of the building when I used the \$6.00 per square foot rental rate.

Taking into consideration all the facts, I have determined the approximate market value opinion to be \$700,000.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Baum', with a large, stylized initial 'B'.

Robert W. Baum
Certified Broker Appraiser
License # BA001595L